State of Idaho
****
Send invoices to the address listed below or as indicated in the comments or instructions field
Boise, ID 83720-0075

State of Idaho

THIS NUMBER MUST APPEAR ON ALL DOCUMENTS

Statewide Blanket Purchase Order SBPO1287

Statewide Blanket Purchase Order

DELIVER TO: State of Idaho Various Agencies
Various State Agencies
located throughout Idaho
***
Address 2
Various, ID 83701
Mark.Little@adm.idaho.gov

Date: Thu Jan 31, 2008
F.O.B: Destination
Terms:

VENDOR: RICOH CORPORATION

5 DEDRICK PL

WEST CALDWELL, NJ 07006
Attn: Primary Customer Contact
Vendor Nbr: 23703
Emailed To: biddepartment@ricoh-usa.com
Phone: 973 882-5858
Fax: 973 882-2219
Account Number: P00000024787

Start of Service Date: Thu Dec 20, 2007
End of Service Date: Sun Dec 19, 2010

Solicitation#: RFP02000
DOC#: PREQ13404

File(s) Attached:

- RICOH_Dealers_and_Service.pdf
- Ricoh_Price_Schedule.pdf
- Ricoh_RFP02000_Proposal.pdf

Buyer: SARAH HILDERBRAND 208-332-1631

Item No	Description	Quantity UOM	Unit Price	EXTENSION
000	BLANKET PURCHASE AGREEMENT (line item particulars follow)	1 lot		9000000.00
	Total:			9000000.00
Blanket Comments:				

Item No	Description	Quantity UOM	Unit Price	EXTENSION
001	Color Multifunction Copiers for Statewide Contract (600-00) (nt)	1 LOT	9000000.00	9000000.00
Item 001 Attached Files	UPDATED_RFP_Color_CMFM_101207.doc Amendment_1_VendorQandA.doc			

	Amendment_2_VendorQandA_101007.doc Amendment_3_101207.doc ATTACHMENT_E_Mandatory_Public_Agency_Statement.doc ATTACHMENT_F_PLACEMENT_FORM.xls	
General Comments:	**……NOTICE OF STATEWIDE CONTRACT (SBPO) AWARD** **Contract for Purchase or Lease (Rental) of Color Multifunction Copiers for the benefit of the State of Idaho eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Contract on an as needed basis for a period of three (3) years commencing December 20, 2007 ending December 19, 2010.** **Contract Title:……. Purchase or Lease (Rental) of Color Multifunction Copiers** **Type:……. ……..Mandatory Use** **Public Agency Clause: ……Yes** **Contract Administration:….Sarah Hilderbrand** **---Phone Number:……208-332-1631** **---E-Mail:……sarah.hilderbrand@adm.idaho.gov** **Contractor's Primary Contact** **---Attn:……Bart Lemmon** **---Address:……..Five Dedrick Place** **---City, State, Zip:……West Caldwell, NJ 07006** **Phone Number:……425-255-0730** **Fax Number:……425-228-2115** **E-Mail:……bart.lemmon@ricoh-usa.com** **CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.** **Minimum Order Quantity:….One (1) Photocopier** **Minimum Dollar Amount:….None** **Standard Delivery Time:……Not to exceed thirty (30) days – see bid schedules for specifics** **QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.** **Order Placement Address:** **---Company Name:……Ricoh Corporation, c/o installing dealer** **---Address:……..See Dealer Representative/Service Provider Page for list of** **……authorized Dealers** **Payment Address:** **---Company Name:……Ricoh Corporation** **---Address:……As detailed in each invoice** **THIS CONTRACT, (including any files attached), CONSTITUTES THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED BID, QUOTATION, OR OFFER (including any electronic bid submission), WHICH SUBMISSION IS INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL.** **In the event of any inconsistency, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order:** **1. This Statewide Blanket Purchase Order document.**	

	2. The state of Idaho's original solicitation document, RFP02000. **3. The Contractor's signed bid, quotation, or offer.** **Special Order Information:…..All orders are to be made out to the Contractor, c/o Installing Dealer** **Contract Items:……See Bidding Schedules** **Contract Pricing:……See Bidding Schedules** **INVOICES MUST BE SENT TO THE IDAHO ORDERING AGENCY.**

Instructions: **Freight / Handling Included in Price**	
	By: SARAH HILDERBRAND

State of Idaho
Request for Proposals
RFP02000

For

COLOR MULTIFUNCTION COPIERS

UPDATED 10-12-07

Discard Previous Versions

(Use this Version, in addition to the Answers to Vendor Questions and UPDATED Attachment B, of this same date, to prepare your Response).

1. GENERAL INFORMATION

1.1. BACKGROUND

The state of Idaho ("the State") desires to enhance its statewide copier fleet with more advanced color multifunction copiers, as further described in this RFP.

1.2. PURPOSE

1.2.1 The purpose of this RFP is to establish statewide indefinite quantity contract(s) for lease (rental) and purchase of new, current production minimum 25 cpm, 35 cpm, **40** cpm and **50** cpm network ready Color Multiple Function Copier/Printer/Facsimile/Scanner Machines (CMFM). **Facsimile is not required, but must be listed as an option, if available, on the 40 and 50cpm machines.**

1.2.2 The focus of this RFP is "business" color. An EFI® Fiery™ (or **equivalent**) Print Controller must be listed as an option for the **50** cpm machine. It should also be listed as an option for each proposed machine that can be equipped with the Print Controller.

1.2.3 Up to three contracts may be awarded.

1.2.4 Contracts will be awarded statewide, (not by region); however, Proposers will be evaluated on their ability to service the entire state, as provided in Section 4, below.

1.2.5 A Proposer must offer a machine which meets or exceeds the minimum specifications for each category, for both lease and purchase, in order for its proposal to be considered. Failure to comply with the requirement to offer a machine for lease and purchase, for each category (25cpm, 35 cpm, **40** cpm and **50** cpm), will render a Proposal non-responsive, in which case it will receive no further consideration.

1.2.6 Please note that Proposers may, but are not required to propose equipment from the same manufacturer for all required Categories (e.g. a Proposer could propose a Xerox machine for the 25cpm category, a Kyocera-Mita machine for the 35cpm category, a Canon for the **40**cpm category, and a Toshiba for the **50**cpm category).

1.2.7 **A Proposer may submit more than one Proposal; however, each Proposal must stand on its own as a complete proposal.**

1.2.8 **In addition, Proposers may offer multiple "brands" of devices in a single proposal (for a particular category), provided that the different "brands" offered are of the same manufacturer as recognized by BLI, and provided that the units are the same machine, simply with different "brand names."**

1.3. SCHEDULE OF EVENTS

1.3.1	Bidders Conference	September 19, 2007
1.3.2	Questions Due	September 26, 2007
1.3.3	Answers Posted to Sicomm (approximate date)	October 3, 2007
1.3.4	Closing Date	October **30**, 2007

1.4. BIDDERS CONFERENCE

A non-mandatory Bidders Conference is scheduled for 1:00 p.m. on September 19, 2007, at

the Department of Environmental Quality (DEQ) in Boise, Idaho. DEQ is located at 1410 N. Hilton, Boise, Idaho 83706. The Conference will be held on the First Floor, in Conference Room B. Questions regarding the substantive portions of the RFP will be received but not answered at the Bidders Conference. Questions which are submitted at the Bidders Conference will be answered along with all timely received vendor questions, in an Amendment which will be posted to Sicomm.

1.5. QUESTIONS, CORRESPONDENCE AND ADDENDA

All correspondence will be in writing. In the event that it becomes necessary to revise any part of this RFP, addenda will be posted at www.sicomm.net. It will be the responsibility of the Proposer to monitor www.sicomm.net for any updates or amendments. Any oral interpretations or clarifications of this RFP shall not be relied upon. All changes to this RFP must be in writing and posted at www.sicomm.net to be valid.

This solicitation is issued by the Division of Purchasing via Sicomm. The Division of Purchasing is the only contact for this solicitation. **Written questions must be submitted via e-mail or fax to**:

Sarah Hilderbrand, Purchasing Officer/State of Idaho, Division of Purchasing

E-mail: sarah.hilderbrand@adm.idaho.gov OR Fax: 208.327.7320

The deadline for receipt of questions is September 26, 2007. To be considered, questions must be received via e-mail by 11:59 p.m. Mountain Standard Time, on that date. Answers to Vendor Questions will be posted at www.sicomm.net.

1.6. CONTRACT TERM

The resulting Master Contract(s) will be effective for a three (3) year period after date of award. Rental Periods will be twelve (12) months or thirty-six (36) months, and will commence with the installation of the Machine at the Ordering Agency's place of business. Twelve month rentals may be renewed, at the option of the renter, for two additional one-year periods, under the same terms and conditions, including pricing, as the original rental term. All thirty-six (36) month rentals entered into under the resulting Master Contract(s) will expire after a thirty-six (36) month period.

1.7. INCORPORATION OF TERMS AND CONDITIONS

The state of Idaho's SOLICTIATION INSTRUCTIONS TO PROPOSERS and STANDARD CONTRACT TERMS AND CONDITIONS are hereby incorporated by reference into this solicitation as if set forth herein in their entirety. They are located on the Internet at http://adm.idaho.gov/purchasing/purchasing_rules.html. If you do not have access to the Internet, you may contact the Division of Purchasing at 208-327-7465 to obtain a copy of the State's SOLICITATION INSTRUCTIONS TO PROPOSERS and STANDARD CONTRACT TERMS AND CONDITIONS.

No additional terms and conditions included with the response to this RFP shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFP if submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters,

specifications, literature, price lists or warranties. It is understood and agreed that the general and special conditions in this RFP are the only conditions applicable to this RFP and the Proposer's authorized signature affixed to the Signature Page attests to this. If you modify the Signature Page, take exception to any of the State's Terms and Conditions, or otherwise condition your Proposal, your Proposal will be found non-responsive If you have questions regarding the Terms and Conditions or other requirements of the RFP you must address these during the Question and Answer period.

1.8. PUBLIC AGENCY CLAUSE

Prices offered in this RFP will be made available to other "Public Agencies" (referred to in this RFP as "Agency," "Agencies" or "Ordering Agenc(ies)), including agencies of the State of Idaho, and other public agencies, as defined in §67-2327 of the Idaho Code, which provides as follows: "Public Agency" means any city or political subdivision of this State, including, but not limited to counties; school districts; highway districts; port authorities; instruments of counties; cities or any political subdivision created under the laws of the State of Idaho.

Each Proposer must indicate its express agreement to this clause on Attachment E, which must be completed and returned with the Proposer's Technical Proposal Response. Failure to do so will result in a finding that the proposal is non-responsive, and it will receive no further consideration.

1.9. DEFINITIONS

1.9.1. Lease Costs: The cost per month for the lease (Rental) of the machines as set forth in the PRICE SCHEDULE, exclusive of any copies. The cost for copies will be included as a separate copy/impression charge. The Contractor will be responsible for any property tax associated with a leased machine. In addition, if a Contractor desires to assign lease payments to a third party, the Contractor must receive approval from the Ordering Agency, as well as from the Administrator of the Division of Purchasing, prior to making the assignment. Assignment instructions and forms may be obtained from the Division of Purchasing. No assignment will be effective without the written approval of both the Ordering Agency and the Division of Purchasing.

1.9.2. Copy/Impression Charge: For leased (rented) machines, the unit cost per copy, or impression, for service and supplies for all copies or impressions. This cost is to include all lubrication, cleaning, service, routine and preventative maintenance, travel, labor, materials (including OEM replacement parts, masters, drums and image transfer materials), and all supplies (toner, toner cartridges, developer, fuser oil, drums, staples, etc.). This cost does not include paper or after hours service. Contractor will provide these machine supplies and services at the point of use. Agency is not to be billed for bulk supplies for a leased machine.

1.9.3. Supplies: All supplies (toner, toner cartridges, developer, fuser oil, drums, staples, etc.) and any other consumable necessary for operation of the machine, excluding paper. Supplies for rented machines will be

included in the Copy/Impression Charge. **Supplies for Purchased machines will be made available to the Ordering Agency "as requested" by the Ordering Agency. Proposers must provide pricing for OEM Supplies for Purchased machines as a "% discount off retail price," as specified on UPDATED Attachment B.**

1.9.4. Maintenance Costs: All costs associated with the Impression Charge.

1.9.5. Full Service Maintenance: (Fixed flat monthly charge for Full Service Maintenance of Purchased Equipment) Full Service Maintenance (FSM) must be available for each copier purchased under the resulting contract(s). The purchase of FSM is optional for the Ordering Agency. There is no impression charge or minimum estimated number of copies associated with the purchase of FSM. FSM contracts purchased at the same time as the machine are to commence on the date of installation/acceptance of the machine. FSM is to include lubrication and cleaning, routine and preventative maintenance, as well as all parts and materials, and any associated travel, labor, or other related costs. All routine and preventative maintenance is to be conducted at the manufacturer's recommended intervals, using manufacturer's recommended parts, replaced at manufacturer's recommended intervals. FSM monthly charge does NOT include supplies.

1.9.6. Preventative Maintenance: Preventative maintenance will be based upon the specific needs of the individual machine as determined by the equipment manufacturer. Preventative maintenance will include lubrication, necessary adjustments and replacement of parts, including drums. At a minimum, all parts replacement to be done at manufacturer's recommended intervals using only manufacturer's OEM replacement parts. Contractor will provide the Agency with a copy of the manufacturer's preventive maintenance schedule within thirty (30) days after receipt of written request to do so, and will do so at no additional charge.

1.9.7. Maintenance Assignment: A Contractor, unless it is the manufacturer, may not assign maintenance to any other party, except as otherwise provided in this RFP. A Contractor shall provide direct service (unless it is the manufacturer), **or may assign or subcontract service to an authorized dealer, with the approval of the State.**

1.9.8. Installation Charge: The cost for delivery and installation of the machine to the ordering agency. Delivery will be as specified in Section **2.12**, below. If there is an installation charge, this charge must be noted in the space provided for it on the Price Schedule. **Network connection services will be the responsibility of the Ordering Agency; however, troubleshooting the Network Card for the machine will be the responsibility of the Contractor, as part of the installation of the machine.**

1.9.9. Removal Charge: The cost for de-installation and removal of the machine at the end of the lease. If there is to be a removal charge, this charge must be noted in the space provided for it on the Price Schedule.

1.9.10. New: New means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet the contract requirements, including, but not limited to, performance, reliability and life expectancy. New means machines that have not been used previously and are being actively marketed by the Contractor. Installation pursuant to the resulting contract must have the State of Idaho as the equipment's first customer and the machine must have a new serial number, not previously installed. The term "new" does NOT include machines designated as "Factory-Produced New Model" as that term is defined in the current issue of Buyers Laboratory, Inc. Machines that have been previously in use in any manner (rentals, demonstrators, trial units, etc.); that have been converted or reconditioned to new models; or previous model machines to which additional features have been added, are also not considered new.

1.9.11. New Current Production: New current production shall mean: (1) produced by the manufacturer within the last six (6) months prior to the RFP closing; (2) not formally discontinued and not currently anticipated to be formally discontinued within the next 12 months; (3) service and parts must be available for a minimum of five years following installation; and (4) contains only new components. If a machine on the contract is updated by the manufacturer and the contracted model discontinued, the replacement model must be made available on terms in accordance with §2.21, below.

1.9.12. Manufacturer: The manufacturer is the brand name clearly listed and labeled on the machine even if the machines are manufactured by other vendors and sold under other names.

2. SPECIAL TERMS AND CONDITIONS

2.1. ESTIMATES OF USE

The quantities listed in §3 are estimates of use for evaluation purposes only and are not guarantees of quantities to be leased or purchased, or of the volume of use per machine, through the resulting contract. **Use these quantities to calculate your pricing for maintenance and supplies.** The actual quantities to be ordered and actual volume(s) of use are not known and may vary a great deal from those listed. NO MINIMUM ORDER QUANTITIES ARE GUARANTEED.

2.2. PROPOSER TO INDICATE DELIVERY TIME

Proposer shall indicate the delivery time for each item offered. The State reserves the right to reject any proposal in which the specified delivery date is more than thirty (30) calendar days after receipt of order.

2.3. DEALERS / SERVICE PROVIDERS, RESELLERS

Proposers must designate, **with their proposals**, at least one Dealer Representative/Service Provider for each major city in Idaho (*See* **Attachment C**). At a minimum, the dealer representative must be authorized by the Proposer to provide service, **assist with** billing problems, late deliveries, and respond to, and assist with the resolution of, complaints or other problems during the term of the Master Contract and the lease agreements entered into pursuant to the Master Contract. The Dealer Representative/Service Provider must also be authorized by the Manufacturer to provide service on all items leased pursuant to the Master Contract. Failure to provide this information or the inclusion of remarks such as "as specified" or "to be determined" shall be sufficient grounds to find the Proposer non-responsive, in which case the Proposal would receive no further consideration. Proposer is to make, complete, and return, as a part of its proposal, additional copies of Attachment C, if the single sheet provided with this RFP is not sufficient.

If a Proposer intends for dealers or resellers to fulfill delivery, warranty, and/or maintenance requirements (and so long as the Proposer qualifies to assign maintenance, in accordance with §1.9.7, and §2.15 of this RFP), the Proposer MUST provide a letter from each agent/dealer that will provide delivery or service for the machines. The letter must be an acknowledgment from the dealer/agent that the dealer/agent will supply maintenance for the contract items according to the terms and conditions of the RFP and resulting contract as well as an acknowledgement that it has factory-certified service and network technicians. **Letters must be received at the Idaho Division of Purchasing by the date and time of Proposal Closing**. **Any proposal which indicates that dealers/resellers will be fulfilling delivery, warranty and/or maintenance requirements, for which the requisite letters are not received by the Division of Purchasing prior to Proposal Closing, will be found non-responsive and receive no further consideration.**

2.4. CERTIFICATION/AUTHORIZATION

Proposer, if other than the manufacturer, shall provide with its proposal a current letter dated and signed from the manufacturer(s) stating that the Proposer is an authorized distributor and service representative that is authorized by the manufacturer to distribute the manufacturer's products and provide service and supplies for the manufacturer's products

being offered by the Proposer, in response to this RFP. **Any proposal received without these letter(s) will be found non-responsive and receive no further consideration.**

2.5. BROCHURES

Proposers are required to submit with their proposal four (4) **original** color brochure(s) and descriptive literature describing the brands and models proposed.

2.6. BRAND NAME AND NUMBER

All proposers must identify in their proposal the exact brand or manufacturer name and exact product model number of each product offered. Failure to do so, or the inclusion of remarks such as "as specified," shall be sufficient grounds for rejection of the proposed item.

2.7. SILENCE OF SPECIFICATIONS

The apparent silence of these specifications and supplemental specifications as to any detail, or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that only the best commercial practice is to be used.

2.8. BUYERS LABORATORY, INC.

The acronym “BLI” refers to Buyers Laboratory Inc. If conflicting information is received from Proposers, the State shall verify any specifications or other questions with the most recent information available to the State through its subscription to BLI. The State reserves the right to verify information with other published sources, such as BERTL, as it deems necessary.

2.9. WEB SITE

It is highly desirable for the Contractor to maintain a web site, accessible by both the Ordering Agency and the Division of Purchasing, for the resulting contract. The web site, at a minimum, should:

2.9.1 Allow Agencies to place an order on-line;

2.9.2 Provide tracking/status information after an order is submitted;

2.9.3 Contain a database which provides basic information on a leased machine, including lease dates, location of machine, and Agency Purchase Order Number.

2.9.4 Provide technical information regarding the Contractor’s machines (which are currently available on the Contract);

2.9.5 Provide FAQ’s as well as troubleshooting tips;

2.9.6 Provide for electronic submission of maintenance or service requests;

2.9.7 Provide for requests for supplies;

2.9.8 Provide contact information for maintenance or service complaints;

2.9.9 Provide contact information for billing issues;

2.9.10 Provide contact information for machine removal at the end of the lease;

2.10. ORDER FORM

Agencies will use a Purchase Order in the form, attached as Attachment F, when ordering machines. It is highly desirable that Contractor provide for on-line ordering, through a web site established by the Contractor (as described in Section 2.9, above). The Contractor must accept orders manually (via mail, fax or e-mail) and through its website (if available). Once an order is submitted, either electronically or manually, if the Contractor has established a website, it must include a work flow module, available to the Agency and DOP, with a record of the current status of the order, including the anticipated delivery date. A fully executed Purchase Order will serve as a Release or Delivery Order against the Master Contract and will constitute a legally binding contract between the Contractor and the State, through the Ordering Agency. Contractor-provided order placement forms or other similar documents will **NOT** be signed or used. No additional terms or conditions will apply to the transaction.

Contractor must provide the state of Idaho Division of Purchasing a Quarterly report of all CMFMs ordered under the Master Contract, that includes the name of the Ordering Agency, purchase order number, lease dates, manufacturer, model number, serial number, location of installation, and installation date. The quarterly report must be provided electronically, in Excel format.

ADMINISTRATIVE FEE: The Contract prices to be bid by the Contractor and paid by State agencies (including political subdivisions) shall include a contract usage administrative fee of one and one-quarter percent (1.25%). The percentage shall represent the State's contract usage administrative fee. No less than quarterly, the Contractor shall remit to the State through the Division of Purchasing, an amount equal to the one and one-quarter percent (1.25%) of the Contractor's net (sales minus credits) quarterly Contract purchases, full service monthly maintenance charges (purchased copiers only), and/or rental revenue. The Copy/Impression Charges ("usage meter clicks") and Supplies are excluded from the requirement for submission of an administrative fee and shall not include the administrative fee in the contract price.

Delivery will be FOB destination to the Ordering Agency's specified location. Provide your delivery, installation and set up costs, if any, on the attached Price Schedules (**UPDATED** Attachment B).

2.11. MINIMUM ORDER

The minimum order is one machine. If accessories or optional items are not ordered at the same time as the machine is ordered, the Contractor may opt to charge an additional delivery and set-up charge to the Agency. If an additional charge applies, Contractor must inform the Agency of the charge at (or before) the time of ordering, in order for the charge to apply.

2.12. LATE DELIVERY

Delivery and installation must be complete within thirty (30) days ARO (After Receipt of Order) or within the time specified in the Contractor's proposal, <u>whichever is less</u>. The Contractor will be required to notify the Ordering Agency within seven (7) days of receipt of order if delivery cannot be completed as required. Upon receipt of such notice, the Agency reserves the right to cancel the order and make the purchase or rental elsewhere. If the Contractor fails to deliver the equipment or service as ordered by the Agency, the Agency will be credited with a day of service (rental or maintenance) for each day beyond the initial delivery date that actual delivery occurs. Repeated failure to meet specified delivery requirements may result in Contract termination, or the State may pursue any other remedies that may be available to it,

at the discretion of the State.

2.13. FAILURE TO DELIVER

Contractor shall deliver and install the machine(s) awarded in this Contract in accordance with all of the terms and conditions contained herein. Failure to do so may be cause for the termination of the Contract. Contractor shall complete delivery and installation within the time specified in Contractor's proposal (and in no event in excess of the 30 day ARO limit, in accordance with §2.12, above). Contractor shall notify the Ordering Agency within seven (7) days of receipt of order if delivery cannot be completed as required. Upon receipt of such notice, the Ordering Agency reserves the right to cancel the order, without penalty to the Agency or the State, and make the lease or purchase elsewhere. Repeated failure to meet specified delivery requirements may result in Contract termination, or the State may pursue any other remedies that may be available to it, at the discretion of the State.

2.14. INVOICING

DO NOT INVOICE THE DIVISION OF PURCHASING.

The Contractor will invoice the Ordering Agency. All invoices must list Agency name, Agency PO number, Contract number (Master Contract SBPO Number), manufacturer, model number, serial number, installation location, period covered by the invoice, beginning and ending meter readings and dates, credits for service copies, and base cost plus impression charges (if applicable) at the time of installation. Invoices shall be pro-rated for down-time or late deliveries, in accordance with the Master Contract. Submission of all invoices whether for product or for service/maintenance is the responsibility of the Contractor. Where authorized by the Contractor and approved by the Division of Purchasing, the Contractor's Dealer Representative/Service Provider may submit invoices for products or services and may handle orders, sales, etc. Where Dealer Representative/Service Provider is authorized to accept orders, the Contractor is not relieved of its obligations to comply with the requirements of the Master Contract, including the provision of quarterly reports in accordance with §2.9, above. Contractor must provide the name and contact information of the single point of contact for all billing disputes, and must update this information with the Division of Purchasing within 2 days of any change in the point of contact (*See* Attachment C).

2.15. MAINTENANCE ASSIGNMENT

A Contractor may not assign maintenance to any other party without written approval from the Division of Purchasing. If maintenance is assigned **or subcontracted**, the Contractor will still bear all liability for maintenance, contract performance compliance, reporting requirements, and other contract terms and conditions.

2.16. METER READINGS

Meter reading shall be taken by Contractor telephone inquiry, or, preferably, by remote access (on-line). If, through no fault of the Contractor, the meter readings are not received by the fifth working day following month end, Contractor may invoice the Agency on an "average copy-per-month" basis, and must reconcile the charges on the following invoice.

2.17. CREDIT FOR SERVICE COPIES

Contractor shall make copy credit arrangements to allow for machine malfunction and to

compensate for extra meter clicks when service representatives make copies in servicing or repairing the machine. Service personnel shall leave a written report of the number of extra meter clicks required when service is performed.

2.18. DECALS

Copiers must have a decal or other label indicating the name, address, and telephone number of the service agent. This decal or label shall be kept current. In the event of a service center change, including location, name, or contact information (phone, fax or e-mail), the Contractor must notify the Division of Purchasing within two days of the change(s). Additionally, the Contractor shall be responsible for changing the decal or other label promptly. Brand Names must be clearly displayed on all machines and all Manufacturers' brand name labeled accessories must bear the same brand name as the machine.

2.19. DEMONSTRATIONS OF EQUIPMENT

Contractors are not obligated under the terms of this Contract to provide on-site copier demonstrations for the State or Agency's review or evaluation. If a demonstration is conducted, it may be held at either the Contractor's location, if equipment is available, or at an Agency location where a like copier is located, with the permission of the Agency.

2.20. TRAINING

The Contractor will provide instructional materials and personnel for the training and/or retraining of users of this equipment, as follows, <u>at no additional cost</u> to the State or Agency. The Contractor will train a key operator and up to two (2) additional persons for each installation. The training must take place within one week of installation. These Agency personnel will be trained to efficiently use and operate the equipment. The training will be on-site at each installation location, and will consist of a minimum of two (2) hours of hands-on training. Key operator training shall be provided as needed, with no less than one (1) training per year, not to exceed three (3) times per year. A user's manual (a hard copy along with an electronic version) shall be delivered at time of training. Network connection training will also be provided at no additional charge at the time of installation. A Contractor's failure to comply with this requirement will be considered an event of default, which may result in termination of the Contract and return of the equipment with no cost or further liability to the State; and the Division of Purchasing may pursue any and all additional remedies which may be available.

2.21. TRANSFER , UPGRADES AND DOWNGRADES

2.21.1. Transfer

The Ordering Agency shall have the right to transfer copiers between eligible Agencies (defined as agencies eligible to utilize the resulting contract), without loss of earned contract time, if there is over or under utilization at the placement location, which may adversely affect copier performance or which may result in additional costs to the Ordering Agency, beyond that initially projected. It will be the Ordering Agency's responsibility to find a transfer location/eligible Agency. If such a transfer requires movement of the equipment by the Contractor, the Contractor may assess its installation cost provided in **UPDATED** Attachment B for that category of machine. The cost to transport the equipment will be paid by the Transfer Agency.

2.21.2. Upgrades and Downgrades

If, through a change in need with regard to volume or for additional features not available on equipment which is currently under lease, the Ordering Agency requires a higher or lower category machine to meet its particular needs, the Ordering Agency may upgrade or downgrade a machine with the same Contractor. Prior to exercising its option to upgrade or downgrade, the Ordering Agency will be required to determine if a transfer is an available option for the equipment. If the Ordering Agency determines that a transfer is not a viable option, the Contractor will be notified of the Agency's need for an upgrade or downgrade, and will respond to the request in accordance with the time lines established for placement of machines, as detailed in §2.11, above. An upgrade or downgrade is allowed only once during the lease period for a machine; so long as the machine to be upgraded or downgraded is not itself an "upgrade" or "downgrade" of a prior machine. No upgrades or downgrades will be allowed during the first 12 months of a lease period. The Ordering Agency will be responsible for removal costs, if any, as well as the installation costs for the new machine. A new lease period will start when the upgrade/downgrade machine is installed. **Upgrades and Downgrades will be limited to 10% of an Ordering Agency's fleet per year.**

2.22. ADDITIONS TO THE CONTRACT

During the term of the Contract, new machines may be added in accordance with the provisions of this Section. The following contract modification procedure and criteria will be followed:

2.22.1. Contractors will not add a machine unless the machine is an enhancement of an existing machine or a replacement for a machine which has or will be discontinued.

2.22.2. The Base Rental Cost or Purchase Price, for the category in which the replacement is proposed, may not increase more than a maximum of 3% in the case of a replacement. No price increase will be allowed on upgrades or replacements approved before the first anniversary of the Contract, and no more than two (2) price adjustments, related to replacement machines, will be allowed over the life of the Contract.

2.22.3. In order to request that a replacement machine be added to the Contract, in place of a machine currently on the Contract, the Contractor must submit its request in writing to the Division of Purchasing, accompanied by a color brochure containing the technical specifications for the proposed replacement, as well as revised Attachment B's (for lease and for purchase) for the proposed replacement.

2.22.4. A new machine will only be added if the Administrator of the Division of Purchasing determines that the machine meets the intent of the RFP and that the replacement is in the best interest of the State of Idaho.

2.23. RECORDS MAINTENANCE AND REPORTING REQUIREMENTS

The Contractor shall maintain or supervise the maintenance of all records necessary to

properly account for all payments made to the Contractor for the costs authorized by this Contract. These records shall be retained by the Contractor for at least three (3) years after the Contract terminates, or until all audits initiated within the three (3) year period have been completed, whichever is later.

To assist the State in its production planning, quality control, and determination of contract usage, Contractor shall maintain and furnish the State with the following records.

Contractor is required to establish a relational database or other sales tracking system from which to produce quarterly reports to the State. For each purchase or rental transaction, the Contractor will be able to report at least the following information:

- Agency name
- Agency's Purchase Order number
- Date ordered
- Date Shipped
- Installation address
- Installation/Acceptance Date
- Rental date commencement and Rental period
- Copier Model & serial number
- Purchase Cost or Rental Charge

The Contractor shall provide promptly, prior to the last day of the month following the end of a calendar quarter, to the Division of Purchasing, a detailed summary report of all products that were purchased and/or rented by customers during the previous quarter. The State's administrative fee shall be due at the same time. The Contractor shall provide, upon request, summary reports of the following:

- A summary of items purchased or rented.

- A breakdown, by State Agency and by unit of local government, (e.g. county, city, school district), of the items purchased or rented.

- A report of backordered products.

- A summary of delivery time (from Contractor's receipt time of customer's order placement to the time of shipment to customer).

- Custom reports that may be requested from time to time by the Division of Purchasing.

2.24. AUDIT RIGHTS

The Contractor agrees to allow State and Federal auditors and State purchasing staff access to all the records relating to this Contract, for audit, inspection, and monitoring of services or performance. Such access will be during normal business hours or by appointment.

2.25. RENTAL INVOICES

Rental charges shall be billed on the first day of the month or on a pro-rated basis from the date of installation to the first day of the following month if installation is not on the first working day of the month. The Ordering Agency is to be **billed monthly**, unless otherwise indicated on the Order Form, for the base cost plus the impression/copy charge (if applicable). **Subject to written approval from the Ordering Agency and the State, Contractor may bill copy/impression charges on a quarterly basis.**

2.26. OWNERSHIP

It is expressly understood and agreed that any rental orders executed under this Contract are contracts of rental only and that the State acquires no right, title, or interest in or to the equipment described in the rental order, except as provided in the Contract.

2.27. INSURANCE

The State maintains a program of self-insurance; and equipment ordered by, and installed on State property, will be insured to the same extent as other property of the State. All Public Liability coverage for the State shall be secured by the State. Upon written request, the State will furnish Contractor satisfactory evidence of such insurance coverage or self-insurance, which evidence shall, among other things, provide that Contractor receive immediate notice of policy cancellation. All such insurance or self-insurance shall protect, as their interests may appear, the Contractor, the State, any other person having an interest in the equipment, and any person responsible for the use or operation of the equipment. The State will not be liable with regard to equipment ordered by a non-State Ordering Agency. The Contractor is encouraged to confirm applicable insurance, for non-State Agencies, directly with the non-State Ordering Agency.

2.28. TERMINATION

2.28.1 Termination of Master Contract

The Master Contract(s) may be terminated by the State as provided in the State' Standard Terms and Conditions, and as may otherwise be provided in this RFP.

2.28.2 Termination of Rental

Rentals may be terminated by the Ordering Agency or the State for lack of funding, or for failure of the Contractor to perform in accordance with the terms of the Contract. There is no penalty or restriction upon the State, or Ordering Agency, in the event of cancellation due to lack of funding.

2.29. REQUIRED GENERAL FEATURES

Unless otherwise modified by the REQUIRED SPECIAL FEATURES listed elsewhere in these specifications, all machines proposed must have the following minimum required features:

2.29.1 An OSHA approved three-prong plug or adapter, must include surge suppression/power filter equipment at no additional charge, meeting the following minimum specifications: Fax/Modem Protection: Must incorporate a wideband DSL filter; In/Out RJ11 modular jacks; FCC registration numbers must be marked on each unit; Must contain automatic re-settable fuse in protection circuit. Network Protection: In/Out RJ45 modular jacks; ETL Verified to TIA/EIA-568-B.2 Cat5e standard. Noise Filtering: Normal mode: 26 dB min, 60 kHz - 10 MHz; Common mode: 26 dB min, 60 kHz - 10 MHz; UL Suppressed Voltage Rating of 330 volts on all 3 modes; Unit must operate in continuous mode – no over voltage shut off disconnect; Unit must not provide power if wall outlet is reverse wired, not properly grounded or missing ground; Minimum of 2 AC receptacles, which includes 1 flexible ("pigtail") outlet; UL Listed and marked on each product. Special installation costs such as changing face plates, dedicated lines or higher voltage requirements will be the **Ordering Agency's** responsibility;

2.29.2 Minimum copy selection capability up to nine hundred ninety-nine (999) copies;

2.29.3 A stand/cabinet (if not a console model);

2.29.4 Reduction and enlargement capabilities; and the ability to reduce without changing paper trays or the operator changing the position of the paper in the paper tray;

2.29.5 The ability to copy printed material onto 5 ½ x 8 ½ up to 11 x 17 stock. Separate paper trays for each size of stock must be included (either attached or built into the machine OR the appropriately sized cassettes must be included with the machine);

2.29.6 The ability to reproduce onto office letterhead, colored or specialty papers, and other preprinted coated and uncoated stock;

2.29.7 The ability to cleanly and legibly reproduce images off a full range of colored backgrounds;

2.29.8 A non-resetable copy/impression counter if the machine is subject to volume limitations or excess impression charges;

2.29.9 Individual Print Security Codes (commonly referred to as "locked" "secure" or "private" print).

2.30. ADDITIONAL ELECTRICAL OUTLET FOR COLLATOR

If an additional electrical outlet is required for a collator and no additional outlets exist at the Agency's install location, it will be the Ordering Agency's responsibility to provide it.

2.31. UL APPROVAL

Equipment must have an Underwriters Laboratory approval number at date of Proposal Opening. Approval seal must be affixed on each machine.

2.32. CONTRACTOR INSURANCE REQUIREMENTS

2.32.1. For the duration of the Contract and until all Leases entered into pursuant to the Contract expire, and all Work related to is completed, the Contractor shall maintain in effect all insurance as required by this §2.31, and comply with all limits, terms and conditions as specified herein. Within two (2) weeks after award of the Contract, the Contractor will provide certificate(s) of the required insurance to the State. There will not be exceptions to this requirement. Failure to provide the certificates of insurance within the two (2) week period may, at the State's discretion; result in cancellation of the Contract. The amounts of insurance shall be not less than:

2.32.1.1. Idaho Workers' Compensation Insurance in amounts as required by Idaho State Statute;

2.32.1.2. Automobile Liability including non-owned and hired: $1,000,000.00;

2.32.1.3. Commercial General Liability or Comprehensive General Liability Insurance, including Contractual Liability:

$1,000,000.00.

2.32.2. The certificate(s) must name the state of Idaho as a Certificate Holder, and must contain a provision that, should any of the above described policies be canceled or subject to material change, before the expiration date(s), the issuing company will provide the State, as a certificate holder, with 30 days notice, by certified or registered mail.

2.33. DAMAGE TO LEASED EQUIPMENT

The Ordering Agency shall be responsible for damage to, or loss of, the equipment leased from Contractor pursuant to the Master Contract (which includes accessories), caused by the negligence of the Ordering Agency, its employees, officers, or agents, while the equipment is in the possession and control of the Ordering Agency. This includes any damage caused to equipment through the use of supplies or accessories, not supplied by the Contractor, that do not meet the manufacturer's specifications for use with that equipment.

However, the Ordering Agency shall not be responsible for damage which occurs because of operation of the equipment during the existence of a malfunction, such as drum damage because of operation with a paper jam, or for damage caused through the use of accessories or supplies which are supplied by the Contractor. Contractor shall be responsible for damage to, or loss of, the equipment caused by the negligence of the Contractor, the manufacturer, or from any other source other than the Ordering Agency, as detailed in the paragraph above.

2.34. EQUIPMENT WARRANTY (PURCHASE) AND MAINTENANCE (LEASE)

The Contractor warrants that all equipment included in its proposal (purchase and lease), when installed, will be in good working order and the Contractor will make all necessary adjustments, repairs and replacements to correct any defects found upon installation, without additional charge. The Contractor shall fully warranty all items purchased under the resulting contract against defects in materials and workmanship for a minimum period of 90 DAYS from the date the equipment is accepted by the Ordering Agency. Should any defects in workmanship or materials, except ordinary wear and tear, appear during the warranty period, the Contractor shall repair or replace such items at its expense, and extend the warranty period for these parts. The warranty shall cover parts, material, labor, and transportation charges, at a minimum.

The maintenance of leased machines is included in the lease payment, and shall be provided by the Contractor. Maintenance will include lubrication and cleaning, as necessary, as well as preventative maintenance and supplies (except for paper ~~and staples~~). The Contractor shall make all necessary repairs and adjustments of the equipment, including the replacement of parts and the substitution of equipment, if necessary, without additional charge, and will keep the equipment in good working condition, in accordance with the manufacturer's standards and specifications. Contractor will replace all parts at the manufacturer's suggested intervals using only OEM replacement parts. Contractor will provide written confirmation to the Ordering Agency to show that parts have been replaced per the manufacturer's maintenance or repair requirements.

All machines will have a guaranteed up-time of 95% (working hours) during each calendar month. The 95% (Minimum Guaranteed Uptime) requirement will be computed as follows:

[(number of available State working days per month) x 8 hours] x 95% = "Minimum Guaranteed Uptime." Downtime will be measured as follows: it begins upon notification to the Contractor that service is required and ends upon satisfactory restoration of the machine to full working order, acknowledged in the Service Log with the signature of the

key operator at the Ordering Agency. It is the responsibility of the Contractor to verify the operability of each machine after repair by obtaining the signature of the key operator with the date and time recorded in a Service Log. The Service Log must list the "cause of breakdown" for each service call.

2.34.1. If the machine does not meet the "Minimum Guaranteed Uptime" during a month, the Ordering Agency shall only be responsible for paying for the actual number of usable impressions made during the month. Invoices shall also be reduced by one-twenty second (1/22) of the monthly charge for each day (or combination of downtime that results in eight hours of downtime being accumulated) which the machine is inoperable unless a back-up machine has been installed.

2.34.2. If the machine cannot be repaired within two consecutive working days, Contractor shall be required to supply a comparable loaner, copying services or an equitable pro-rata credit, as specified and requested by the Ordering Agency, until the repair is completed and the machine returned and operable.

2.34.3. If the machine fails to meet the Guaranteed Minimum Uptime for two consecutive months, the State may require the Contractor to replace the machine with an equivalent (or better) model, at no additional cost to the Ordering Agency. If the replacement machine fails to meet the Guaranteed Minimum Uptime requirement for two consecutive months, the balance of the lease may be canceled by the State without penalty or cost to the Ordering Agency, and the Ordering Agency may seek a replacement machine outside of the Contract.

Maintenance must be provided by a factory-authorized service organization that is adequately staffed with factory-trained technicians capable of maintaining and repairing the equipment. Response to service calls shall meet the following minimum requirements:

For response within a fifty-mile radius of one of the designated Idaho cities: two (2) hours; a four (4) hour response time for response to locations within the 50-100 mile radius; a six (6) hour response time for response to locations within the 100-150 mile radius; and an eight (8) hour response time for locations beyond the 150 mile radius (Monday through Friday, 8:00 a.m. to 5:00 p.m.).

Response to a service call requires having a factory-trained service technician capable of diagnosing and repairing equipment and/or software issues, on-site, at the Ordering Agency's location. If there is "excessive down time" (defined as a total of twenty-four (consecutive or non-consecutive) working hours in any one thirty day period), the Contractor will be required to remove the machine and replace with an equivalent machine, within 2 working days of notification from the Agency, at Contractor's expense.

A service log will be included with each machine and must be maintained by the Contractor. The service log will include written confirmation of the manufacturer's recommended maintenance services have been performed. In addition, the service log shall record the service dates, services performed, servicing agent name and "cause of breakdown". This service log is to be kept in or with the machine. In addition, all service logs should be available on-line, updated within 24 hours of a service call, and accessible to the

Ordering Agency and the Administrator of the Master Contract at all times.

Should the Ordering Agency determine the cause of the service call to be an operator error or misuse by the Ordering Agency, "downtime" will not be a factor in determining satisfactory machine performance. The Contractor shall be responsible for the loss or damage to the equipment except in cases of deliberate, misuse or abuse by the Ordering Agency's personnel.

3. EQUIPMENT SPECIFICATIONS

ALL SPECIFICATIONS PROVIDED BELOW ARE MANDATORY FOR THEIR RESPECTIVE MACHINES. If your proposed machine does not meet a specification, provide a description of your alternative, and how your alternative is functionally equivalent to the required specification. The machine(s) to be furnished MUST also include ALL minimum **REQUIRED GENERAL FEATURES** listed in **2.28**, Machine General Specifications, unless otherwise modified or superseded by the **REQUIRED SPECIAL FEATURES** listed below. **Any reference to brand name should be read as "brand name or equal."**

ESTIMATED QUANTITIES STATEWIDE (Estimates Only):

25 cpm machines	**100 Rental**	**5 Purchase**
35 cpm machines,	**600 Rental**	**50 Purchase**
40 cpm machines,	**150 Rental**	**25 Purchase**
50 cpm machines,	**75 Rental**	**10 Purchase**

OPTIONAL ITEMS:

Proposers are encouraged to list Optional Accessories on the Price Schedules. The prices for these "Optional Items" must include installation, removal and maintenance costs. **If an option is added after the original lease term begins, the Contractor may charge an additional installation fee, so long as the fee is identified on UPDATED Attachment B. The lease term for an option added after the original lease term begins will be co-terminous with the lease term for the machine; and pricing will be as provided on UPDATED Attachment B, based on the lease term for the base machine.** The "Optional Items" will become a part of the resulting Master Contract(s); however, the price for Optional Items will not be a part of the proposal evaluation.

The following Options must be available for each machine, except as otherwise noted:

An EFI® Fiery™ (or **equivalent**) Print Controller must be listed as an option for the Category 4 (**50** cpm) machine. It *should* also be listed as an option for each proposed machine that can be equipped with similar Print Controller(s). **If you are proposing an "equivalent" to the EFI® Fiery™, you must describe how your alternative is equivalent.**

Software to perform Print Audit, Copy Audit and similar functions

Security, encryption (scrambler board), data overwrite

Facsimile must be listed as an option for the 40 and 50cpm machines (if available as an option).

Saddle Stitch Booklets (if available as an option).

Vendors are encouraged to list additional options with pricing.

NOTE: Each machine described below must be delivered and installed with all necessary operating supplies sufficient for a minimum of THREE (3) MONTHS of operation (based on an estimated average monthly volume of 5,000 color and 10,000 B/W impressions per machine for the 25 cpm model, 5,000 color and 10,000 B/W impressions per machine for the 35cpm models, 10,000 color and 15,000 B/W impressions per machine for the **40** cpm model, and 20,000 color and 30,000 B/W impressions for the **50** cpm models). Supplies are defined in §1.9.3, above.

3.1. 25 COLOR COPY PER MINUTE MACHINE (CPM)

The 25 cpm machines must include ALL the minimum REQUIRED GENERAL FEATURES in the Photocopier General Specifications (§2.29) unless otherwise modified or superseded by the REQUIRED SPECIAL FEATURES listed below.

1. Compatible with Windows Vista as well as previous Windows versions.
2. Bypass Tray Capacity of minimum 50 sheets.
3. Automatic Document Feeder, minimum 50 sheets capacity.
4. 3 paper drawers with at least one large capacity drawer (1000 sheet minimum).
5. Total capacity of at least 2,000 sheets.
6. The 3 paper drawers must be configured such that all of the following paper sizes/types are available concurrently 8.5” x 11”, 8.5” x 14”, and 11” x 17”.
7. Must be able to handle plain paper (**17** to 28 lb. Bond), transparencies, and labels.
8. Reduction/Enlargement 25% to 400%, 1% increments.
9. Auto-duplexing.
10. Output tray with a minimum capacity of 500 sheets.
11. Stapling up to **30** sheets.
12. Minimum of 1 GB internal memory with capacity for additional memory as may be required to support machine functions.
13. Must have 40GB (minimum) hard disk drive storage capability within the machine.
14. Must have sorting capability and must collate output; sorting trays are not acceptable.
15. Ability to produce 20 (minimum) collated sheets in a single run.
16. Must have variable color balance feature that allows the user to adjust the balance between colors and the overall amount of color in the output copies including density and sharpness adjustments.
17. Manufacturer’s updates to firmware or drivers for this model during the term of the rental will be installed on the machine by the Contractor at no additional cost.
18. Black and white copying speed of 25 pages/minute (minimum).
19. Color copying speed of 25 pages/minute (minimum).
20. Standard Copier Features:
    a. Margin shift;
    b. Copy Control to **200** (minimum);
    c. ~~Image editing~~;
    d. Image erase;

e. Image repeat;

f. Photo mode;

g. ~~Poster mode~~;

21. Copy resolution 600 x 600 dpi.
22. Print paper output size up to 11” x 17”.
23. Printer language shall, at a minimum, include PCL5c, PCL5c emulation or PCL6
24. Adobe Postscript 3 must be an available option.
25. 10/100 BaseTX Ethernet network interface. Contractor is responsible for, and price must include, all software and hardware necessary to connect to the Ordering Agency’s network.
26. TCP/IP Network Protocol.
27. Printer Resolution 600 x 600 dpi.
28. Black and white scanning speed minimum of twenty-five (25) pages/minute.
29. Color scanning speed minimum of twenty-five (25) pages/minute.
30. Image adjustment controls of brightness, contrast and threshold.
31. File types including TIFF, JPEG, and PDF selectable from the machine control panel.
32. Image file naming through the machine control panel.
33. LDAP Support: Allows user at the control panel while scanning to specify a directory path within the Windows operating system.
34. SMB and FTP protocol support.
35. Sufficient software and licensing to be able to manage up to 200 user accounts remotely over the Ordering Agency’s network.
36. Sufficient rights or licensing to set up access to all of a location’s machines as follows: up to 200 users
37. Scan to Email for up to 500 users.
38. Minimum Copy/Print selection up to 999.
39. Walk up fax (fax directly from machine using control panel).

ESTIMATE OF AVERAGE MONTHLY VOLUME: For the 25 cpm models, 5,000 color and 10,000 B/W impressions per machine per month. These quantities are estimates of use, <u>for evaluation purposes only and are not guarantees.</u> The actual average monthly number of copies or impressions to be made is unknown, may vary a great deal from month to month and may be more or less than those stated above. NO MINIMUM NUMBER OF MONTHLY, ANNUAL OR TOTAL IMPRESSIONS IS GUARANTEED!

3.2. 35 COLOR COPY PER MINUTE MACHINE (CPM)

The 35 cpm machines must include ALL the minimum REQUIRED GENERAL FEATURES in

the Photocopier General Specifications §2.29, unless otherwise modified or superseded by the REQUIRED SPECIAL FEATURES listed below.

1. Compatible with Windows Vista and previous Windows versions.
2. Bypass Tray Capacity of minimum **50** sheets.
3. Automatic Document Feeder, minimum 50 sheets capacity.
4. 3 paper drawers with at least one large capacity drawer (1,000 sheet minimum).
5. Total capacity of at least 2,000 sheets.
6. The 3 paper drawers must be configured such that all of the following paper sizes/types are available concurrently 8.5” x 11”, 8.5” x 14”, and 11” x 17”.
7. Must be able to handle plain paper (**17** to 28 lb. Bond), transparencies, and labels.
8. Reduction/Enlargement 25% to 400%, 1% increments.
9. Auto-duplexing.
10. Output tray with a minimum capacity of 500 sheets.
11. Stapling up to **30** sheets.
12. Minimum of 1 GB internal memory with capacity for additional memory as may be required to support machine functions.
13. Must have 40 GB (minimum) hard disk drive storage capability within the machine.
14. Must have sorting capability and must collate output; sorting trays are not acceptable.
15. Ability to produce 20 (minimum) collated sheets in a single run.
16. Must have variable color balance feature that allows the user to adjust the balance between colors and the overall amount of color in the output copies including density and sharpness adjustments.
17. Manufacturer’s updates to firmware or drivers for this model during the term of the rental will be installed on the machine by the Contractor at no additional cost.
18. Black and white copying speed of 35 pages/minute (minimum).
19. Color copying speed of 35 pages/minute (minimum).
20. Standard Copier Features:
    a. Margin shift;
    b. Copy Control to **200** (minimum);
    c. ~~Image editing~~;
    d. Image erase;
    e. Image repeat;
    f. Photo mode;

g. ~~Poster mode~~.

21. Copy resolution 600 x 600 dpi.
22. Print paper output size up to 11” x 17”.
23. Printer language shall, at a minimum, include PCL5C, PCL5C emulation or PCL6 .
24. Adobe Postscript 3 as an available option.
25. 10/100 BaseTX Ethernet network interface. Contractor is responsible for, and price must include, all software and hardware necessary to connect to the Ordering Agency’s network.
26. TCP/IP Network Protocol.
27. Print resolution 600 x 600 dpi.
28. Black and white scanning speed minimum of thirty-five (35) pages/minute.
29. Color scanning speed minimum of thirty-five (35) pages/minute.
30. Image adjustment controls of brightness, contrast and threshold.
31. File types including TIFF, JPEG, and PDF selectable from the machine control panel.
32. Image file naming through the machine control panel.
33. LDAP Support: Allows user at the control panel while scanning to specify a directory path within the Windows operating system.
34. SMB and FTP protocol support.
35. Sufficient software and licensing to be able to manage up to 200 user accounts remotely over the Ordering Agency’s network.
36. Sufficient rights or licensing to set up access to all of a location’s machines as follows: up to 200 users Scan to Email for up to 500 users.
37. Minimum Copy/Print selection up to 999.
38. Walk up fax (fax directly from machine using control panel).

ESTIMATE OF AVERAGE MONTHLY VOLUME: For the 35 cpm models, 5,000 color and 10,000 B/W copies or impressions per machine per month. These quantities are estimates of use, for evaluation purposes only and are not guarantees. The actual average monthly number of copies or impressions to be made is unknown, may vary a great deal from month to month and may be more or less than those stated above. NO MINIMUM NUMBER OF MONTHLY, ANNUAL OR TOTAL IMPRESSIONS IS GUARANTEED!

3.3. 40 COLOR COPY PER MINUTE MACHINE (CPM)

The **40** cpm machines must include ALL the minimum REQUIRED GENERAL FEATURES in the Photocopier General Specifications §2.29, unless otherwise modified or superseded by the REQUIRED SPECIAL FEATURES listed below.

1. Compatible with Windows Vista and previous Windows versions.

2. Digital Color Photocopier/Printer with scan once/print many technology.
3. Must have a minimum copy speed of **forty** (**40**) copies per minute for both color and for black and white copies.
4. Must have a minimum resolution of 600 x 600dpi.
5. Must have a minimum of an 11" x 17" scanning area with duplex automatic feeder of 100 sheet capacity and must be capable of holding opened books for manual single sheet copying.
6. **Must have a minimum of four (4) paper sources, one of which will hold a minimum of 2,000 sheets, one of which must accommodate 12" x 18" paper, and one paper source which must accommodate paperweights up to 110 lb. Index. All other paper sources must be capable of holding paper sizes up to 11" x 17". Must also be capable of printing onto transparencies and labels. Must have a minimum total combined capacity of 3500 sheets.**.
7. Must be capable of printing onto 12" x 18."
8. Must have automatic tray switching, that is, adding a cover and back to a set.
9. Must have automatic color sensing. **The machine must, at a minimum, be capable of generating 256 different colors. If your proposed machine is equipped with an alternative technology which meets or exceeds this requirement, you must provide a description of how your alternative meets (or exceeds) this specification.**
10. Must have automatic center image positioning capabilities.
11. Must have automatic image rotation to match paper tray orientation.
12. Must have built-in account/password storage, code tracking and printable retrieving for a minimum of 200 accounts.
13. Must have continuous paper loading capabilities.
14. Must have the capability to reduce and enlarge 25% to 400% in 1% increments.
15. Must have the capability to collate and sort sets or offset stack sets.
16. Must have finisher with ability to staple, punch ~~and saddle stitch booklets~~.
17. Must have ability to staple sets of a minimum fifty (50) sheets.
18. Must have the ability of rotating an image 90 degrees.
19. Must have the ability to slip sheet transparencies.
20. Must have support for all Windows 2003 based networks. Must have a built-in hard drive with a minimum of 40 GB.
21. Must have an Adobe PostScript Level 3 Driver.
22. Must have, at a minimum, a PCL6 Print Driver.
23. Must have a 10/100 **Base TX** Network Interface Card.
24. Must have ability to apply custom color profiles, **when equipped with a Fiery Controller**.

25. Must have ability to calibrate with a densitometer **when equipped with a Fiery Controller.**
26. Must have the ability to suppress background of dirty or colored originals.
27. Must have the capability for margin shift controls.
28. Must allow feeding of 3-hole paper and GBC punched paper single and duplexed.
29. Must have manufacturer's recommended monthly maximum volume of 150,000 impressions per month.

ESTIMATE OF AVERAGE MONTHLY VOLUME: 10,000 color impressions and 15,000 B/W impressions per month. This quantity is an estimate of use and is for evaluation purposes only. This quantity is not guaranteed. The actual number of copies/impressions made may be more or less than the estimate and may vary from month to month. On some occasions 5,000 or more impressions may be required to be made in a single day.

3.4. 50 COLOR COPY PER MINUTE MACHINE (CPM)

The **50** cpm machines must include ALL the minimum REQUIRED GENERAL FEATURES in the Photocopier General Specifications §2.29, unless otherwise modified or superseded by the REQUIRED SPECIAL FEATURES listed below.

1. Compatible with Windows Vista and previous Windows versions.
2. Digital Color Photocopier/Printer with scan once/print many technology.
3. Must have a minimum copy speed of fifty-five (**50**) copies per minute for both color and for black and white copies.
4. Must have a minimum resolution of 600 x 600dpi.
5. Must have a minimum of an 11" x 17" scanning area with duplex automatic feeder of 100 sheet capacity and must be capable of holding opened books for manual single sheet copying.
6. **Must have a minimum of four (4) paper sources, one of which will hold a minimum of 2,000 sheets, one of which must accommodate 12" x 18" paper, and one paper source which must accommodate paperweights up to 110 lb. Index. All other paper sources must be capable of holding paper sizes up to 11" x 17". Must also be capable of printing onto transparencies and labels. Must have a minimum total combined capacity of 3500 sheets.**.
7. Must be capable of printing onto 12" x 18."
8. Must have automatic tray switching, that is, adding a cover and back to a set.
9. Must have automatic color sensing. **The machine must, at a minimum, be capable of generating 256 different colors. If your proposed machine is equipped with an alternative technology which meets or exceeds this**

requirement, you must provide a description of how your alternative meets (or exceeds) this specification.

10. Must have automatic center image positioning capabilities.
11. Must have automatic image rotation to match paper tray orientation.
12. Must have built-in account/password storage, code tracking and printable retrieving for a minimum of 200 accounts.
13. Must have continuous paper loading capabilities.
14. Must have the capability to reduce and enlarge 25% to 400% in 1% increments.
15. Must have the capability to collate and sort sets or offset stack sets.
16. Must have finisher with ability to staple, punch and saddle stitch booklets.
17. Must have ability to staple sets of a minimum fifty (50) sheets.
18. Must have the ability of rotating an image 90 degrees.
19. Must have the ability to slip sheet transparencies.
20. Must have support for all Windows 2003 based networks. Must have a built-in hard drive with a minimum of 40 GB.
21. Must have an Adobe PostScript Level 3 Driver.
22. Must have, at a minimum, a PCL6 Print Driver.
23. Must have a 10/100 **Base TX** Network Interface Card.
24. Must have ability to apply custom color profiles, **when equipped with a Fiery Controller**.
25. Must have ability to calibrate with a densitometer **when equipped with a Fiery Controller**.
26. Must have the ability to suppress background of dirty or colored originals.
27. Must have the capability for margin shift controls.
28. Must allow feeding of 3-hole paper and GBC punched paper single and duplexed.
29. Must have manufacturer's recommended monthly maximum volume of 150,000 impressions per month.

ESTIMATE OF AVERAGE MONTHLY VOLUME: 20,000 color impressions and 30,000 B/W impressions per month. This quantity is an estimate of use and is for evaluation purposes only. This quantity is not guaranteed. The actual number of copies/impressions made may be more or less than the estimate and may vary from month to month. On some occasions 10,000 or more impressions may be required to be made in a single day.

4. PROPOSALS

4.1. RESPONSE TO SPECIFICATIONS

In responding to this RFP, proposers must submit one (1) original and three (3) copies of their proposals along with one (1) complete electronic copy (CD-ROM or USB) in MS Word or Excel (pdf documents will not be acceptable to meet this requirement; with the exception that financial information may be submitted in pdf). The Cost Proposal (UPDATED Attachment B (B-1 through B-8)) must be in a separately sealed envelope labeled "Confidential Cost Proposal." Submit your Cost Proposal on a separate disk from your Technical Proposal. For each Section of this RFP which requires a response, restate the Section number and the text of the Section immediately prior to your written response.

DO NOT SUBMIT ELECTRONIC RESPONSES TO THIS RFP. ONLY MANUAL RESPONSES WILL BE ACCEPTED.

Each portion of the work described in this RFP has an evaluation code assigned as follows:

4.1.1. (M) Mandatory Specification – failure to comply with any mandatory specification will render Proposer's proposal non-responsive and no further evaluation will occur. Proposer is required to respond to this specification with a statement outlining its understanding and how it will comply. No points will be awarded.

4.1.2. (E) Evaluated Specification – a response is desired. If not available, respond with "Not Available" or other response that identifies Proposer's ability or inability to supply the item or service. Failure to respond will result in zero points awarded for this item.

4.1.3. (ME) Mandatory and Evaluated Specification – failure to comply will render Proposer's proposal non-responsive and no further evaluation will occur. Proposer is required to respond to this specification with a statement outlining its understanding and how it will comply. Points will be awarded based on predetermined criteria.

The Proposer must ensure that adequate and accurate responses are provided. It is the responsibility of the proposing Proposer to provide complete answers to each requirement even if that results in redundant, duplicated material within the proposal. The evaluators are not required to search for the answers in other sections of the proposal.

4.2. PROPRIETARY INFORMATION

If a Proposer feels that any part of its proposal is proprietary, confidential or a trade secret, that part must be clearly marked as such. Under no circumstances will cost information be considered confidential. Do not mark your entire proposal as a trade secret as the request will not be honored.

4.3. CORPORATE CREDENTIALS

The State is looking for both breadth and depth of experience, individually and as a team.

4.3.1. Company Identification

4.3.1.1. The Proposer must include the following items relative to its company:

- **(M)** Company name, and a statement indicating that the Proposer is a corporation or other legal entity (which must be clearly specified, i.e., corporation, partnership, joint venture, limited liability partnership or company, trust, etc.), and indicating the jurisdiction where the Proposer is organized.
- **(ME)** List the number of employees and how many with certifications, licenses, degrees, etc. relevant to the delivery of this RFP. List the certifications, licenses, etc.
- **(M)** Federal Tax ID number.
- **(M)** Name, telephone number, position/title and email address of a person who will represent the company during the course of this evaluation and who can be contacted in case questions arise concerning the proposal.
- **(ME)** Evidence of financial stability and capability to fund all costs associated with providing the products and services throughout the term of any resulting contract. Publicly traded companies must provide copies of your SEC form 10K for years 2004 and 2005 (or 2005 and 2006, if available). Only one (1) copy of the SEC form 10K is necessary. In lieu of a SEC form 10K, privately-held companies must submit a consolidated financial statement that includes the information in Attachment A. If audited financial data is not available, explain in full and provide the latest non-audited information. Do not leave any element blank.

4.3.2. Proposer Work Experience and References

4.3.2.1. **(ME)** Detail your corporate qualifications to provide and service the CMFM deployment described in this RFP.

4.3.2.2. **(ME)** The State desires a support relationship with a Contractor that will ensure timely and professional service of the deployed CMFMs. Consequently, the State needs to understand the teaming history with the service providers proposed to service the machines deployed throughout the state. Describe the experience the proposed service/support team has working together with your organization in terms of longevity of the relationship, organizational relationship, and number of contracts in which the proposed team shares.

4.3.2.3. **(ME)** You must submit three professional references from clients for whom a contract similar in scope has been awarded within the past three years. The proposing proposer must provide the

reference questionnaire (Attachment D) to each reference, and the reference must return the questionnaire directly to the Division of Purchasing. References received directly from the Proposer will not be accepted. References must be received at the Division of Purchasing prior to the date and time of the RFP closing, and may be submitted via fax, e-mail or mail. The Division of Purchasing reserves the right to verify any reference information it receives. References which are not timely received or which are received directly from the proposer will receive a score of "zero." State agencies cannot be used as a reference.

4.3.2.4. **(ME)** Number of years the proposing Proposer has been in the business supplying support and services for the products proposed.

4.3.2.5. **(ME)** Describe how you will assign staff, throughout the state, to support the resulting contract. Will you have staffed offices in each region of the State (the three regions are delineated on Attachment G)? Identify the locations of staffed offices, including a contact name, address, phone number, and web and/or e-mail address (if available), which will be available on a daily basis to assist Ordering Agencies with utilizing any resulting contract.

4.3.2.6. **(M)** State whether you are an Original Equipment Manufacturer.

4.4. (ME) CUSTOMER SERVICE AND SUPPORT

4.4.1 (ME) Describe how you will communicate with the State and the Ordering Agencies, with regard to any resulting contract. Your response must, at a minimum, address the following questions:

4.4.1.1 What will be your system of monitoring placements under any resulting Contract?

4.4.1.2 How will the information in this System be made available to the State and the agencies?

4.4.1.3 How will you provide the State with access to information and resources for maintenance and service calls, billing issues, supplies, and other communication?

4.4.1.4 Will the State have immediate access to this information, at any time? How current will the information be? How often is it updated?

4.4.1.5 Describe in detail how you will provide service and support to all deployed machines within the scope of this RFP.

4.4.2 **(ME)** How long have the proposed service and support suppliers been providing service and support to the machines proposed in this RFP?

4.4.3 **(ME)** Describe how the proposed service and network technicians will be kept up-to-date with the latest versions of hardware and software. What credentials do these technicians possess?

4.4.4 **(ME)** How will you ensure the Ordering Agencies will receive the latest software (and firmware), patches, fixes, and upgrades during the life of any resulting contract?

4.4.5 **(ME)** Describe your billing process. Also describe the measures you have in place to insure that any billing issues are resolved to the Ordering Agency's and the State's satisfaction, in a timely manner.

4.4.6 **(ME)** Describe in detail the training which would be offered with this any resulting contract. For example, will training be comprehensive for key users, and tailored for each agency and its particular needs?

4.4.7 **(ME)** Describe your approach to filling an agency's request for a machine. How will you help the agency determine what will meet its needs? Describe your experience providing consultative services to state agencies (or similar entities) of varying size and functionality, with regard to determining an agency's particular needs for multifunction color machines.

4.4.8 **(ME)** Describe how you can meet the requirements of Section 2.9, "Web Site." Provide a detailed description of your proposed web site and its functionality, which addresses, at a minimum, the requirements contained in Section 2.9. Describe how your proposed web site will enhance your customer service. Provide sample screen shots of existing web sites created for other customers

4.5 (ME) Cost

4.5.1 **(ME)** Cost will be evaluated based on the information contained in **UPDATED** Attachment B. The information requested in **UPDATED** Attachment B is required and failure to provide it in the designated format may cause the proposal to be rejected.

4.6 Proposal Submittal

4.6.1 Proposals must be submitted manually (electronic, fax or e-mail proposals will NOT be accepted), and received in the Office of the Division of Purchasing and time stamped using the Division's time stamp, no later than the date and time set forth for Proposal Closing. Proposals will be opened at 10:30 a.m. on the first business day following Proposal Closing. You must include a response to all mandatory items and you must include a signed, original, State of Idaho Signature Page, in order for your Proposal to be considered.

4.6.2 After a review of the mandatory requirements, those proposals which are responsive will be evaluated in accordance with Section 5.1

5 METHOD OF EVALUATION

5.1 PROPOSAL EVALUATION

Responsive Proposals will be evaluated using a point method of award using predetermined criteria for each ME and E item identified in Section 4. Once all responsive proposals have been evaluated and scored, the Sealed Cost Proposals will be opened and scored, as detailed below. Some items within Categories 4.3 and 4.4 will be weighted and may receive more points than other evaluated items in the same category. The weighting information will not be made available until the evaluation process has been completed. The maximum points for each evaluation category are:

Corporate Credentials (4.3)	100
Service and Support (4.4)	400
Cost (4.5)	500
TOTAL	1,000

5.1.1 Lease/Rental

The Cost for each of the proposed lease/rental machines will be based on the Base Monthly Lease Cost, plus cost per impression (using the color and B/W estimates for monthly impressions, for each Category, provided at the end of Sections 3.1, 3.2, 3.3 and 3.4) plus any delivery/installation/set up costs, and any other one-time costs, or recurring costs.

5.1.2 Purchase

The Cost for each of the proposed machines for purchase will be based on the purchase price, plus the full service maintenance (FSM) charge, plus any delivery/installation costs, ~~equipment removal costs at the end of the lease~~ and any other one-time costs, or recurring costs.

5.1.3 Estimated Quantities

In order to determine a Cost for each category (25cpm, 35cpm, **40**cpm, **50**cpm), for both lease and purchase, the Cost for each proposed lease/rental, and for each machine to be purchased, will be weighted in accordance with the Estimated Quantities contained at the beginning of Section 3, above. In addition, the Costs for each category of lease/rental machines will be weighted based on an estimated 70% three year rentals and 30% one year rentals.

5.1.4 Delivery, Installation, Set Up Costs by Location

If proposed Costs for delivery/installation/set up vary based on distance, this one time cost will be calculated by applying the following weights: 70% (cost within 50 miles), 20% (cost within 50 -100 miles) and 10% (cost within 100-150 miles).

5.1.5 Optional Items

The Cost for Optional Items will not be used in the evaluation process.

5.1.6 Overall Cost

Once the Costs for each category (by Proposer) are determined, they will be added together to create an Overall Cost for each Proposer. The lowest Overall Cost will receive all the Cost Points. The next lowest Overall Cost will receive a portion of the Cost Points using the

following formula:

Lowest cost/cost of other bid*500 = points awarded (e.g. if the lowest cost is $100 and the cost provided in another bid is $200, the other bid would receive 250 cost points: $100/$200 = .50*500 =250 points)

5.1.7 Once the Cost Points are calculated, the points for Sections 4.3 and 4.4 will be totaled with the Cost Points, and the Proposals will be ranked by Total Points.

5.2 AWARD

Award will be made to the high point responsive responsible Proposer(s) in accordance with the Evaluation Method described in Section 5.1, above. The State may award up to three Master Contracts.

List of Attachments:

A Financial Information

B **UPDATED** (10-12-07) Price Schedules (B-1 through B-8)

C Dealer/Service Information

D **UPDATED** Reference Questionnaire

E Public Agency Statement

F Placement Form

G Map of Regions

ATTACHMENT C
RFP02000
RICOH DEALER REPRESENTATIVES/SERVICE PROVIDER(S)

Coeur d'Alene, ID
Name of Dealer: IKON Office Solutions

Address: 8815 East Mission Spokane WA 99212

Contact Name: Terri Borland

Phone: 509-944-7249 Fax: 509-891-9200

E-Mail: Tborland@ikon.com

Coeur d'Alene, ID
Name of Dealer: H&H Business Systems

Address: 5140 E Seltice Way

Contact Name: Yousif Kaddoura

Phone: 800-635-1503 Fax: 208-777-0387

E-Mail: yousif@yousifkaddoura.com

Lewiston, ID
Name of Dealer: IKON Office Solutions

Address: 8815 East Mission Spokane WA 99212

Contact Name: Terri Borland

Phone: 509-944-7249 Fax: 509-891-9200

E-Mail:

Lewiston, ID
Name of Dealer: H&H Business Systems

Address: 733 5th St. #H

Contact Name: Yousif Kaddoura

Phone: 509-758-2680 Fax: 208-777-0387

E-Mail: yousif@yousifkaddoura.com

Boise, ID

Name of Dealer: IKON Office Solutions

Address: 800 South Industry Way #150, Meridian , ID 83642

Contact Name: Thor Jorgenson

Phone: 208-846-8046 Fax: 208-846-8040

E-Mail: Tjorgensen@ikon.com

Boise, ID

Name of Dealer: Fishers

Address: 575 East 42nd St Boise, ID 83714

Contact Name: Christ Taylor

Phone: 208-947-3595 Fax: 208-343-6110

E-Mail: christaylor@fishers-boise.com

Boise, ID

Name of Dealer: Davisco

Address: 1111 So. Orchard #150, Boise, ID 83705

Contact Name: Craig Davis

Phone: 208-384-5954 Fax: 208-384-5788

E-Mail: cdavis@daviscoinc.com

Boise, ID

Name of Dealer: Digital Imaging

Address: 6211 Overland Road, Boise, ID 83709

Contact Name: Amanda Fisher

Phone: 208-323-2679 Fax: 208-323-2679

E-Mail: amanda@digitalimaging-nw.com

Twin Falls, ID

Name of Dealer: IKON Office Solutions

Address: 800 South Industry Way #150, Meridian , ID 83642

Contact Name: Thor Jorgenson

Phone: 208-846-8046 Fax: 208-846-8040

E-Mail: Tjorgensen@ikon.com

Twin Falls, ID

Name of Dealer: Digital Imaging

Address: 1311 Falls Ave East #821

Contact Name: Amanda Fisher

Phone: 208-733-2577 Fax: 208-733-2577

E-Mail: amanda@digitalimaging-nw.com

Twin Falls, ID

Name of Dealer: Yost

Address: 2235 Overland Ave Burley, ID 83318

Contact Name: Mike Ehlers

Phone: 208-431-0914 Fax: 208-552-7602

E-Mail: mike@yostonline.com

Pocatello, ID

Name of Dealer: IKON Office Solutions

Address: 465 River Parkway Idaho Falls, ID 83402

Contact Name: Leif Watson

Phone: 208-523-3549 Fax: 208-522-4395

E-Mail: Lwatson@ikon.com

Pocatello, ID
Name of Dealer: Yost

Address: 385 Yellowstone Pocatello ID 83201

Contact Name: Gary Dickhaut

Phone: 208-478-7883 Fax: 208-552-7602

E-Mail: _____

Idaho Falls, ID
Name of Dealer: IKON Office Solutions

Address: 465 River Parkway Idaho Falls, ID 83402

Contact Name: Leif Watson

Phone: 208-523-3549 Fax: 208-522-4395

E-Mail: _____

Idaho Falls, ID
Name of Dealer: Yost

Address: 685 East Anderson, Idaho Falls

Contact Name: Mike Ehlers

Phone: 208-552-7752 Fax: 208-552-7602

E-Mail: _____

SINGLE POINT OF CONTACT FOR BILLING AND CREDIT INFORMATION

Name of Dealer: Ricoh Corporation

Address: 1111 Old Eagle School Rd. Wayne, PA 19087

Contact Name: Jackie Scheifele

Phone: 1-800-735-3273 ex. 1608 Fax: _____

E-Mail: JScheifele@leasedirect.com

ATTACHMENT E
RFP02000

PUBLIC AGENCY CLAUSE

Prices offered in this RFP must be made available to other "Public Agencies", including agencies of the State of Idaho, and as defined in Section 67-2327 of the Idaho Code, which reads: "Public Agency" means any city or political subdivision of this State including, but not limited to counties; school districts; highway districts; port authorities; instruments of counties; cities or any political subdivision created under the laws of the State of Idaho. It will be the responsibility of the "Public Agency" to independently contract with the proposer and/or comply with any other applicable provisions of Idaho Code governing public contracts. Typically, other municipalities routinely buy from Statewide Master Contracts established by the Division of Purchasing.

Please indicate if you accept this Public Agency Clause AND return this completed form with your Proposal Response. Failure to accept this provision will result in a finding that your Proposal is non-responsive.

YES X NO

Name of Proposer: Ricoh Americas Corporation