



State of Alabama  
Department of Finance  
Division of Purchasing  
Master Agreement

**Modification**

**CONTRACT INFORMATION**

**MASTER AGREEMENT NUMBER:** MA 999 180000000040

**NOT TO EXCEED AMOUNT:**

Begin Date: 10/16/2017

Procurement Folder: 456907

Expiration Date: 12/31/2020

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 10/30/17

Version Number: 3

**CONTACT INFORMATION**

**REQUESTOR:**

Jennifer Loretz  
334-242-7370  
jennifer.loretz@purchasing.alabama.gov

**ISSUER:**

Jennifer Loretz  
334-242-7370  
jennifer.loretz@purchasing.alabama.gov

**BUYER:**

**CONTRACT DESCRIPTION**

Multi-function Copiers, Konica Minolta (T190)

Product information, pricing and a list of authorized local installing dealers is available at <http://kmbs.konicaminolta.us/naspo3091>

**Ship To:**

**Bill To:**

**REASON FOR MODIFICATION**

**VENDOR INFORMATION**

**Name /Address:**

VC000004105: Konica Minolta Business  
DEPT 2366 P.O. BOX 122366  
DALLAS TX 75312-2366

**Contact:**

KONICA MINOLTA BUSINESS SOLUTI  
800-456-6422  
windorders@kmbs.konicaminolta.us

**COMMODITY / SERVICE INFORMATION**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	MO	\$0.000000	\$0.00			\$0.00	\$0.00

98527 - Copy Machines, Digital and Analog Types, Rental or Lease  
 Copier Lease, Konica Minolta, T190-PA3091-AL02  
 36-month fixed lease, Multi-Function Copier, Konica Minolta

Model #:  
 New or Lease Renewal  
 Serial #:  
 \_\_\_month of a 36 month lease

Accessories:  
 Part #:

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

60046 - Copy Machines, Digital  
 Copier Purchase, Konica Minolta, T190-PA3091-AL02  
 Purchase, Mult-Function Copier, Konica Minolta

Model #:  
 Accessories:  
 Part #:

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0		\$0.000000	\$0.00			\$0.00	\$0.00

93927 - Copy Machine Maintenance and Repair  
 Copier Maintenance, Konica Minolta, T190-PA3091-AL02  
 Maintenance, Multi-Function Copier, Konica Minolta, as follows:

FBI

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



**Purchasing Director**

APPROVALS			
Date	Status Before	Status After	Approver

180000000040	<b>Document Phase</b> Final	<b>Document Description</b> Multi-function Copiers, Konica Minolta (T190)	<b>Page 3</b> of 4
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### **Mandatory Source**

All State agencies must use this contract, as established through the Division of Purchasing. State agencies that have their own procurement authority have the option to utilize this contract. This contract may also be available to local governments.

### **Purchasing Options**

Option 1 - Contract users may lease equipment and any necessary accessories for a term of 36-month fixed. There will be no buy-out option at the end of the 36 months. The Contractor will pick up the equipment. The contract user will procure new equipment from the manufacturer of their choice.

Option 2 – Contract users may purchase equipment and any necessary accessories outright.

All equipment procured from this agreement must be new or newly manufactured.

### **Purchase Orders and Invoices**

All contract users will issue orders directly to the awarded manufacturer only. Manufacturers will invoice directly. Contract users will not pay local dealers.

According to the Code of Alabama, Section 40-12-222, the four percent (4%) lease tax levied shall not apply to leasing or rental of tangible personal property to the State, Municipality or County in the State unless the flat amount collected by the lessor includes both the leasing fee and the tax.

### **Local Authorized Dealers**

Manufacturers will use local authorized dealers to install and maintain. All dealers should be located within Alabama. The State may allow out of state dealers **IF** there are no instate dealers located within a 60-mile radius of a contract user.

### **Warranty**

This contract includes a minimum 90-warranty on all equipment leased or purchased from this agreement.

### **Maintenance**

The Contractor shall provide maintenance options for leased and purchased equipment to include but not limited to cost per copy with no built in usage, minimum monthly usage fixed rate plus cost per copy overage rates, etc. At the contract user's request, Contractor shall provide assistance in determining the "best value" maintenance plan. Maintenance shall cover everything except paper and staples.

Maintenance Service shall be available during normal business hours, 8:00 AM to 5:00 PM, Monday through Friday, except State and/or Federal holidays.

All technicians must be factory trained by the manufacturer. The State reserves the right to request documentation or verification of said training.

If a contract user purchases equipment but does not opt for a maintenance contract, all expendable parts must be guaranteed for the manufacturer's stated life, i.e. drums – 50,000 copies, etc. If the part is guaranteed for a specific life and it fails to meet that level, the part must be replaced. There will be a pro-rated sharing of the cost of parts and labor, i.e. if the part is guaranteed for 50,000 copies but fails at only 25,000 copies, the contract user would be entitled to a 50% credit on the parts and labor to bring the equipment back to industry standard operations.

180000000040	<b>Document Phase</b> Final	<b>Document Description</b> Multi-function Copiers, Konica Minolta (T190)	<b>Page 4</b> of 4
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### **Insurance/Risk of Loss**

For leased equipment, the contract user shall be relieved from risks of loss or damage to all equipment during transportation, installation and during the entire time the equipment is in their possession except when the loss or damage is due to the fault or negligence of that user. The leased equipment should be insured by the Contractor at full replacement value against risk of loss or damage.

### **Non-appropriation of funds**

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

### **Proration**

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.



State of Alabama  
Department of Finance  
Division of Purchasing  
Master Agreement

**Modification**

**CONTRACT INFORMATION**

**MASTER AGREEMENT NUMBER:** MA 999 180000000056

**NOT TO EXCEED AMOUNT:**

Begin Date: 10/20/2017

Procurement Folder: 456909

Expiration Date: 12/31/2020

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 10/30/17

Version Number: 2

**CONTACT INFORMATION**

**REQUESTOR:**

Jennifer Loretz  
334-242-7370  
jennifer.loretz@purchasing.alabama.gov

**ISSUER:**

Jennifer Loretz  
334-242-7370  
jennifer.loretz@purchasing.alabama.gov

**BUYER:**

**CONTRACT DESCRIPTION**

Multi-function Copiers, Sharp Electronics (T190)

Product Information, pricing and a list of authorized local installing dealers is available at [www.sharpgov.com/al](http://www.sharpgov.com/al)

**Ship To:**

**Bill To:**

**REASON FOR MODIFICATION**

**VENDOR INFORMATION**

**Name /Address:**

VC000002136: SHARP ELECTRONICS CORP  
One Sharp Plaza Box Q  
Mahwah NJ 07495

**Contact:**

Christine Bush  
804-519-3703  
snapcustomerservice@sharpsec.com

**COMMODITY / SERVICE INFORMATION**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	MO	\$0.000000	\$0.00			\$0.00	\$0.00

98527 - Copy Machines, Digital and Analog Types, Rental or Lease  
 Copier Lease, Sharp Electronics, T190-PA3091-AL04  
 36-month fixed lease, Mult-Function Copier, Sharp Electronics

Model #:  
 New or Lease Renewal  
 Serial #:  
 \_\_\_month of a 36 month lease

Accessories:  
 Part #:

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

60046 - Copy Machines, Digital  
 Copier Purchase, Sharp Electronics, T190-PA3091-AL04  
 Purchase, Multi-Function Copier, Sharp Electronics

Model #:

Accessories:  
 Part #:

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0		\$0.000000	\$0.00			\$0.00	\$0.00

93927 - Copy Machine Maintenance and Repair  
 Copier Maintenance, Sharp Electronics, T190-PA3091-AL04  
 Maintenance, Multi-Function Copier, Sharp Electronics, as follows:

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**All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .**

Approved:



**Purchasing Director**

APPROVALS			
Date	Status Before	Status After	Approver

180000000056	<b>Document Phase</b> Final	<b>Document Description</b> Multi-function Copiers, Sharp Electronics (T190)	<b>Page 3</b> of 4
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### **Mandatory Source**

All State agencies must use this contract, as established through the Division of Purchasing. State agencies that have their own procurement authority have the option to utilize this contract. This contract may also be available to local governments.

### **Purchasing Options**

Option 1 - Contract users may lease equipment and any necessary accessories for a term of 36-month fixed. There will be no buy-out option at the end of the 36 months. The Contractor will pick up the equipment. The contract user will procure new equipment from the manufacturer of their choice.

Option 2 – Contract users may purchase equipment and any necessary accessories outright.

All equipment procured from this agreement must be new or newly manufactured.

### **Purchase Orders and Invoices**

All contract users will issue orders directly to the awarded manufacturer only. Manufacturers will invoice directly. Contract users will not pay local dealers.

According to the Code of Alabama, Section 40-12-222, the four percent (4%) lease tax levied shall not apply to leasing or rental of tangible personal property to the State, Municipality or County in the State unless the flat amount collected by the lessor includes both the leasing fee and the tax.

### **Local Authorized Dealers**

Manufacturers will use local authorized dealers to install and maintain. All dealers should be located within Alabama. The State may allow out of state dealers **IF** there are no in-state dealers located within a 60-mile radius of a contract user.

### **Warranty**

This contract includes a minimum 90-warranty on all equipment leased or purchased from this agreement.

### **Maintenance**

The Contractor shall provide maintenance options for leased and purchased equipment to include cost per copy with no built-in usage. At the contract user's request, Contractor shall provide assistance in determining the "best value" maintenance plan. Maintenance shall cover everything except paper and staples.

Maintenance Service shall be available during normal business hours, 8:00 AM to 5:00 PM, Monday through Friday, except State and/or Federal holidays.

All technicians must be factory trained by the manufacturer. The State reserves the right to request documentation or verification of said training.

If a contract user purchases equipment but does not opt for a maintenance contract, all expendable parts must be guaranteed for the manufacturer's stated life, i.e. drums – 50,000 copies, etc. If the part is guaranteed for a specific life and it fails to meet that level, the part must be replaced. There will be a pro-rated sharing of the cost of parts and labor, i.e. if the part is guaranteed for 50,000 copies but fails at only 25,000 copies, the contract user would be entitled to a 50% credit on the parts and labor to bring the equipment back to industry standard operations.

180000000056	<b>Document Phase</b> Final	<b>Document Description</b> Multi-function Copiers, Sharp Electronics (T190)	<b>Page 4</b> of 4
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### **Insurance/Risk of Loss**

For leased equipment, the contract user shall be relieved from risks of loss or damage to all equipment during transportation, installation and during the entire time the equipment is in their possession except when the loss or damage is due to the fault or negligence of that user. The leased equipment should be insured by the Contractor at full replacement value against risk of loss or damage.

### **Non-appropriation of funds**

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

### **Proration**

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.





**State of Alabama  
Department of Finance  
Division of Purchasing  
Master Agreement**

**New**

**CONTRACT INFORMATION**

**MASTER AGREEMENT NUMBER: MA 999 180000000057**

**NOT TO EXCEED AMOUNT:**

Begin Date: 10/30/2017

Procurement Folder: 480603

Expiration Date: 12/31/2020

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 12/01/17

Version Number: 1

**CONTACT INFORMATION**

**REQUESTOR:**

Jennifer Loretz  
334-242-7370  
jennifer.loretz@purchasing.alabama.gov

**ISSUER:**

Jennifer Loretz  
334-242-7370  
jennifer.loretz@purchasing.alabama.gov

**BUYER:**

**CONTRACT DESCRIPTION**

Multi-function Copiers, Canon USA(T190)

Product Information, pricing and a list of authorized local installing dealers is available at <http://naspo.usa.canon.com/alabama/index.html>

**Ship To:**

**Bill To:**

**REASON FOR MODIFICATION**

**VENDOR INFORMATION**

**Name /Address:**

VC000115281: Canon U.S.A., Inc.  
4100 N. Fairfax Dr.  
Suite 200  
Arlington VA 22203


**Contact:**

David Rothausser  
631-330-5443  
isgbidadmin@cusa.canon.com

**COMMODITY / SERVICE INFORMATION**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	MO	\$0.000000	\$0.00			\$0.00	\$0.00
98527 - Copy Machines, Digital and Analog Types, Rental or Lease Copier Lease, Canon USA, T190-PA3091-AL01 36-month fixed lease, Multi-Function Copier, Canon USA  Model #: New or Lease Renewal Serial #: ___month of a 36 month lease  Accessories: Part #:								
2	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00
60046 - Copy Machines, Digital Copier Purchase, Canon USA, T190-PA3091-AL01 Purchase, Multi-Function Copier, Canon USA  Model #:  Accessories: Part #:								
3	0		\$0.000000	\$0.00			\$0.00	\$0.00
93927 - Copy Machine Maintenance and Repair Copier Maintenance, Canon USA, T190-PA3091-AL01 Maintenance, Multi-Function Copier, Canon USA, as follows:								

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:   
**Purchasing Director**

APPROVALS			
Date	Status Before	Status After	Approver

180000000057	<b>Document Phase</b> Final	<b>Document Description</b> Multi-function Copiers, Canon USA(T190)	<b>Page 3</b> of 4
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### **Mandatory Source**

All State agencies must use this contract, as established through the Division of Purchasing. State agencies that have their own procurement authority have the option to utilize this contract. This contract may also be available to local governments.

### **Purchasing Options**

Option 1 - Contract users may lease equipment and any necessary accessories for a term of 36-month fixed. There will be no buy-out option at the end of the 36 months. The Contractor will pick up the equipment. The contract user will procure new equipment from the manufacturer of their choice.

Option 2 – Contract users may purchase equipment and any necessary accessories outright.

All equipment procured from this agreement must be new or newly manufactured.

### **Purchase Orders and Invoices**

All contract users will issue orders directly to the awarded manufacturer only. Manufacturers will invoice directly. Contract users will not pay local dealers.

According to the Code of Alabama, Section 40-12-222, the four percent (4%) lease tax levied shall not apply to leasing or rental of tangible personal property to the State, Municipality or County in the State unless the flat amount collected by the lessor includes both the leasing fee and the tax.

### **Local Authorized Dealers**

Manufacturers will use local authorized dealers to install and maintain. All dealers should be located within Alabama. The State may allow out of state dealers **IF** there are no in-state dealers located within a 60-mile radius of a contract user.

### **Warranty**

This contract includes a minimum 90-warranty on all equipment leased or purchased from this agreement.

### **Maintenance**

The Contractor shall provide maintenance options for leased and purchased equipment to include but not limited to cost per copy with no built in usage, minimum monthly usage fixed rate plus cost per copy overage rates, etc. At the contract user's request, Contractor shall provide assistance in determining the "best value" maintenance plan. Maintenance shall cover everything except paper and staples.

Maintenance Service shall be available during normal business hours, 8:00 AM to 5:00 PM, Monday through Friday, except State and/or Federal holidays.

All technicians must be factory trained by the manufacturer. The State reserves the right to request documentation or verification of said training.

If a contract user purchases equipment but does not opt for a maintenance contract, all expendable parts must be guaranteed for the manufacturer's stated life, i.e. drums – 50,000 copies, etc. If the part is guaranteed for a specific life and it fails to meet that level, the part must be replaced. There will be a pro-rated sharing of the cost of parts and labor, i.e. if the part is guaranteed for 50,000 copies but fails at only 25,000 copies, the contract user would be entitled to a 50% credit on the parts and labor to bring the equipment back to industry standard operations. This stated life guarantee is contingent on the customer

18000000057	<b>Document Phase</b> Final	<b>Document Description</b> Multi-function Copiers, Canon USA(T190)	<b>Page 4</b> of 4
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requesting two (2) preventative maintenance calls per year and as long as the parts failure occurs within six (6) months of a preventative maintenance call.

**Insurance/Risk of Loss**

For leased equipment, the contract user shall be relieved from risks of loss or damage to all equipment during transportation, installation and during the entire time the equipment is in their possession except when the loss or damage is due to the fault or negligence of that user. The leased equipment should be insured by the Contractor at full replacement value against risk of loss or damage.

**Non-appropriation of funds**

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

**Proration**

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.



State of Alabama  
Department of Finance  
Division of Purchasing  
Master Agreement

New

**CONTRACT INFORMATION**

**MASTER AGREEMENT NUMBER:** MA 999 180000000154

**NOT TO EXCEED AMOUNT:**

Begin Date: 04/01/2018

Procurement Folder: 556314

Expiration Date: 12/31/2020

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 04/03/18

Version Number: 1

**CONTACT INFORMATION**

**REQUESTOR:**

Jennifer Loretz  
334-242-7370  
jennifer.loretz@purchasing.alabama.gov

**ISSUER:**

Jennifer Loretz  
334-242-7370  
jennifer.loretz@purchasing.alabama.gov

**BUYER:**

**CONTRACT DESCRIPTION**

Multi-function Copiers, Xerox Corporation (T190)

Product Information, pricing and a list of authorized local installing dealers is available at [www.portal.xerox.com/NASPO](http://www.portal.xerox.com/NASPO)

**Ship To:**

**Bill To:**

**REASON FOR MODIFICATION**

**VENDOR INFORMATION**

**Name /Address:**

VC000004111: XEROX CORPORATION  
1000 Urban Center Drive  
Birmingham AL 35242

**Contact:**

Christopher McPherson  
813-636-4509  
StateOfAlabama@xerox.com

**COMMODITY / SERVICE INFORMATION**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	MO	\$0.000000	\$0.00			\$0.00	\$0.00

98527 - Copy Machines, Digital and Analog Types, Rental or Lease  
 Copier Lease, Xerox Corp, T190-PA3091-AL06  
 36-month fixed lease, Multi-Function Copier, Xerox Corporation

Model #:  
 New or Lease Renewal  
 Serial #:  
 \_\_\_month of a 36 month lease

Accessories:  
 Part #:

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

60046 - Copy Machines, Digital  
 Copier Purchase, Xerox Corp, T190-PA3091-AL06  
 Purchase, Multi-Function Copier, Xerox Corporation

Model #:  
 Accessories:  
 Part #:

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0		\$0.000000	\$0.00			\$0.00	\$0.00

93927 - Copy Machine Maintenance and Repair  
 Copier Maintenance, Xerox Corp T190-PA3091-AL06  
 Maintenance, Multi-Function Copier, Xerox Corporation, as follows:

FBI

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



**Purchasing Director**

APPROVALS			
Date	Status Before	Status After	Approver

18000000154	<b>Document Phase</b> Final	<b>Document Description</b> Multi-function Copiers, Xerox Corporation (T190)	<b>Page 3</b> of 4
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### **Mandatory Source**

All State agencies must use this contract, as established through the Division of Purchasing. State agencies that have their own procurement authority have the option to utilize this contract. This contract may also be available to local governments.

### **Purchasing Options**

Option 1 - Contract users may lease equipment and any necessary accessories for a term of 36-month fixed. There will be no buy-out option at the end of the 36 months. The Contractor will pick up the equipment. The contract user will procure new equipment from the manufacturer of their choice.

Option 2 – Contract users may purchase equipment and any necessary accessories outright.

All equipment procured from this agreement must be new or newly manufactured.

### **Purchase Orders and Invoices**

All contract users will issue orders directly to the awarded manufacturer only. Manufacturers will invoice directly. Contract users will not pay local dealers.

According to the Code of Alabama, Section 40-12-222, the four percent (4%) lease tax levied shall not apply to leasing or rental of tangible personal property to the State, Municipality or County in the State unless the flat amount collected by the lessor includes both the leasing fee and the tax.

### **Local Authorized Dealers**

Manufacturers will use local authorized dealers to install and maintain. All dealers should be located within Alabama. The State may allow out of state dealers **IF** there are no instate dealers located within a 60-mile radius of a contract user.

### **Warranty**

This contract includes a minimum 90-warranty on all equipment leased or purchased from this agreement.

### **Maintenance**

The Contractor shall provide maintenance options for leased and purchased equipment to include cost per copy with no built in usage, minimum monthly usage fixed rate plus cost per copy overage rates, etc. At the contract user's request, Contractor shall provide assistance in determining the "best value" maintenance plan. Maintenance shall cover everything except paper and staples.

Maintenance Service shall be available during normal business hours, 8:00 AM to 5:00 PM, Monday through Friday, except State and/or Federal holidays.

All technicians must be factory trained by the manufacturer. The State reserves the right to request documentation or verification of said training.

If a contract user purchases equipment but does not opt for a maintenance contract, all expendable parts must be guaranteed for the manufacturer's stated life, i.e. drums – 50,000 copies, etc. If the part is guaranteed for a specific life and it fails to meet that level, the part must be replaced. There will be a pro-rated sharing of the cost of parts and labor, i.e. if the part is guaranteed for 50,000 copies but fails at only 25,000 copies, the contract user would be entitled to a 50% credit on the parts and labor to bring the equipment back to industry standard operations.

18000000154	<b>Document Phase</b> Final	<b>Document Description</b> Multi-function Copiers, Xerox Corporation (T190)	<b>Page 4</b> of 4
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### **Insurance/Risk of Loss**

For leased equipment, the contract user shall be relieved from risks of loss or damage to all equipment during transportation and installation. The leased equipment should be insured by the Contract user at full replacement value against risk of loss or damage during the entire time the equipment is in the contract user's possession. For purchased equipment, the risk of lost or damage to the equipment passes to the contract user upon delivery.

### **Non-appropriation of funds**

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

### **Proration**

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.