

MA 18P 20081300000000000014
NEW

State of Maine



Master Agreement

Effective Date: 08/13/20

Expiration Date: 03/25/22

Master Agreement Description: Color Copiers

Buyer Information

Justin Franzose	207-624-7337	ext.	justin.franzose@maine.gov
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Issuer Information

Kyle Pendleton	207-624-6699	ext.	Kyle.Pendleton@maine.gov
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Requestor Information

Heidi Makowski	207-287-6371	ext.	Heidi.Makowski@maine.gov
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Agreement Reporting Categories

Authorized Departments

18B	BUREAU OF INFORMATION SERVICES
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Vendor Information

Vendor Line #: 1

Vendor ID

VC0000240651

Vendor Name

KYOCERA DOCUMENT SOLUTIONS NEW ENGLAND INC

Alias/DBA

CYBERCOPY

Vendor Address Information

55 BRADLEY DRIVE

WESTBROOK, ME 04092

US

Vendor Contact Information

Rainee Hicks
207-797-7224 ext. 6025
rhicks@portlandcomputercopy.com

Commodity Information

Vendor Line #: 1
Vendor Name: KYOCERA DOCUMENT SOLUTIONS NEW ENGLAND INC
Commodity Line #: 1
Commodity Code: 60072
Commodity Description: Color Copiers
Commodity Specifications:
Commodity Extended Description: To replace MA 19021100000000000098.

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
0		
Contract Amount	Service Start Date	Service End Date
0.00	08/13/20	03/25/22
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract.
The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:
Jaime Schorr 8/13/2020
6D6427754DD0459
Signature Date
Jaime C. Schorr, Chief Procurement Officer

Vendor

DocuSigned by:
Bill Schoenthaler 8/14/2020
0BFD06081091D4FD...
Signature Date
Bill Schoenthaler Sales Manager
Print Representative Name and Title

Appendix A

STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES

BID COVER PAGE and DEBARMENT FORM

Bidder's Organization Name: <i>Kyocera Document Solutions - New England, Inc.</i>		
Chief Executive - Name/Title: <i>Geary Mahoney - President</i>		
Tel: <i>781-404-5305</i>	Fax: <i>207-878-5453</i>	E-mail: <i>geary.mahoney@kda-maine.com</i>
Headquarters Street Address: <i>1024 Forest Ave.</i>		
Headquarters City/State/Zip: <i>Portland, ME. 04103</i>		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: <i>Bill SchoenThaler - Sales Manager</i>		
Tel: <i>207-620-1270</i>	Fax: <i>207-878-5453</i>	E-mail: <i>bill@portland.computercopy.com</i>
Street Address: <i>418 Western Ave.</i>		
City/State/Zip: <i>Augusta, ME. 04330</i>		

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening;
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal;
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

Name: <i>Bill SchoenThaler</i>	Title: <i>Sales Manager</i>
Authorized Signature: <i>[Signature]</i>	Date: <i>1/29/2019</i>

Debarment, Performance, and Non-Collusion Certification

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
 - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
 - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
 - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- **Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name: <i>Bill SchoenRater</i>	Title: <i>Sales Manager</i>
Authorized Signature: <i>Bill SchoenRater</i>	Date: <i>1/29/2019</i>

The Digital Full Color Copier needs to have the following features:

Location One (1)

35 copies per minute in color

35 copies black/white.

Must be a connected machine with a print/scan (scan both in b/w & color) – scanner must be OCR capable.

Must have Envelope Feeder (Not through Bypass tray)

Must be equipped for wireless and wide area network

Capable to add additional software for virtual filing system = *Software being run?*

*Must have Data Overwrite Software

Auto duplex

Stapler/finisher (must offset copies on finisher with unstapled sets) – *PF-7120, AK 7100*

Able to copy on 20lb bond to 90lb index

Paper cassettes 3 minimum plus Large capacity paper tray – *PF 7120*

Paper Capacity of 2500 sheets minimum – *PF-7120*

RADF *PF-7120*

Able to handle a maximum original size of 11x17

Paper cassette must handle paper sizes of 8 ½ x 11, 8 ½ x 14 and 11 x 17 plus bypass

Copier must be user friendly and easy to operate

Copier must produce high image quality consistently without special adjustments

Copier must handle heavy workloads efficiently

Estimated average monthly volumes at this Location:

Color – 4755

B&W – 4313

*The multifunctional unit's hard drive for components, i.e. copier, printers, faxes, scanners, etc. must have a security feature (data overwrite mechanism). This security feature **MUST** meet the ISO 15408 Data security standards established by the Common Criteria for Information Technology Security Evaluation at a minimum of EAL Level 3 (THIS MUST BE IN WRITING AND ATTACHED TO YOUR BID). The State expects that **ALL** of the customer's data will be protected at all times.

The rental will be broken down with a base rental charge, accessory (print/scan, Data Overwrite, etc.) and per copy charge (for color copies and black & white copies – **NO** copies included). – PLEASE SUBMIT IN FORMAT BELOW:

Mfg. & Model Bidding: Kyocera TA3552ci

Base monthly rental charge \$ 0/25.00 Cost per copy color \$.035

Cost per copy B/W \$.0045

The State will pay this cost per copy from 1st copy-no copies to be included. Base monthly rental charge must cover all base equipment costs and any other operational, maintenance or supply costs not covered in the cost per copy allowance by bracket.

Accessories (these are accessories that need to be added to meet specifications):

Print/Scan board _____ \$ one /month.

Data Overwrite _____ \$ one /month.

RADF _____ \$ one /month.

Stapler/Finisher _____ \$ one /month.

TOTAL MONTHLY CHARGES: \$ 125.00.

Additional Accessories Available (these are accessories that are available and can be added to the unit – **Do Not** add this to the TOTAL MONTHLY CHARGES):

Fax _____ \$ 10.00 /month

Additional Paper Tray/s _____ \$ _____ /month.

_____ \$ _____ /month.

DOES YOUR EQUIPMENT MEET THE MINIMUM SPECIFICATIONS: YES ☒ NO ☐.

IF UNIT QUOTING DOES NOT MEET THE SPECIFICATIONS OR REQUIREMENTS – YOU MUST CLEARLY STATE WHAT THEY ARE.

TAKE NOTE: If you **DO NOT** state clearly anything about the unit that does not meet specifications and the requirements in this quote, the State will assume it does. If you are the successful vendor with the quote, you will be responsible to hold the costs that you quoted for any accessories, requirements, etc. that will need to be added or required in order to meet the Terms, Conditions, and Specifications within this

The Digital Full Color Copier needs to have the following features:

Location Two (2)

30 copies per minute in color 30 copies black/white.

TA 3252ci

Must be a connected machine with a print/scan & fax (scan both in b/w & color)

***Must have Data Overwrite Software**

Auto duplex

Stapler/finisher (must offset copies on finisher with unstapled sets) Able to copy on 20lb bond to 90lb index

PF-7120

Paper cassettes 3 minimum Paper Capacity of 1500 sheets RADF

PF-7120

Able to handle a maximum original size of 11x17

Paper cassette must handle paper sizes of 8 1/2 X 11, 8 1/2 X 14 and 11 x 17 plus bypass Copier must be user friendly and easy to operate

Copier must produce high image quality consistently without special adjustments Copier must handle heavy workloads efficiently

Estimated average monthly volumes at this Location:

Color- 100 B&W - 5800

*The multifunctional unit's hard drive for components, i.e. copier, printers, faxes, scanners, etc. must have a security feature (data overwrite mechanism). This security feature MUST meet the ISO 15408 Data security standards established by the Common Criteria for Information Technology Security Evaluation at a minimum of EAL Level 3 (THIS MUST BE IN WRITING AN ATTACHED TO YOUR BID). The State expects that ALL of the customer's data will be protected at all times.

The rental will be broken down with a base rental charge, accessory (print/scan, Data Overwrite, etc.) and per copy charge (for color copies and black & white copies - NO_ copies included). - PLEASE SUBMIT IN FORMAT BELOW:

Mfg. & Model Bidding: . Kyocera TA 3252ci

Base monthly rental charge \$ 89.00

Cost per copy color \$.035

Cost per copy B/W \$.0045

The State will pay this cost per copy from 1st copy-no copies to be included. Base monthly rental charge must cover all base equipment costs and any other operational, maintenance or supply costs not covered in the cost per copy allowance by bracket.

Accessories (these are accessories that need to be added to meet specifications):

Print/Scan board	\$	<i>W/c</i>	/month.
Data Overwrite_	\$	<i>W/c</i>	_ /month.
RADF	\$	<i>W/c</i>	_ /month.
Stapler/Finisher_	\$	<i>W/c</i>	_ /month.
Fax	\$	<i>W/c</i>	/month

TOTAL MONTHLY CHARGES: \$ *89.00*

TAKE NOTE: If you DO NOT state clearly anything about the unit that does not meet specifications and the requirements in this quote, the State will assume it does. If you are the successful vendor with the quote, you will be responsible to hold the costs that you quoted for any accessories, requirements, etc. that will need to be added or required in order to meet the Terms, Conditions, and Specifications within this quote. Descriptive literature must accompany your quote. Please quote electronically with literature attached or to follow.

STATE HELD HARMLESS

The vendor agrees to indemnify, defend and save harmless, the State of Maine, its officers, agents and employees from all claims and losses occurring or resulting to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the contractor in the performance of the contract.

The vendor and agents and employees of the vendor in the performance of the contract, shall act in an independent capacity and not as officers or employees or agents of the State of Maine.

Appendix D

**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

MAINE BUSINESS AND ECONOMIC IMPACT CONSIDERATION FORM

RFQ # 18B 19011800000000000223

Maine Business and Economic Impact Consideration, as defined in this RFQ document, will ONLY be applied to bids that included the information requested below.

Instructions:

Maine Business Analysis

1. Fill in the total number of full time employees (FTE) your company employs companywide and how many of the FTE are Maine residents.
2. Fill in the total dollar value for companywide payroll and the total amount of payroll paid to Maine Residents.

Maine Economic Impact

1. Fill in the amount stated on your company's most recent W-2 for:
 - Income taxes paid in Maine
 - Property taxes paid in Maine
2. Fill in the amount of wages paid to Maine residents.
3. Fill in the estimated dollar value your company paid to Maine Subcontractors in the last fiscal year.

Bidder's Organization Name: Kyocera Document Solutions - New England, Inc

MAINE BUSINESS ANALYSIS		
	Total	Maine Residents
Number of FTE Employees:	<u>154</u>	<u>50</u>
Payroll:	<u>\$ 5,783,744</u>	<u>2,363,529</u>

MAINE ECONOMIC IMPACT	
Income Taxes Paid (State):	<u>99,508</u>
Property Taxes Paid (Local):	<u>18,085.00</u>
Wages to Maine Residents:	<u>2,363,529</u>
Payments to Maine Subcontractors Estimated:	<u>N/A</u>

Appendix E

STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES

MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION
CERTIFICATION

RFQ # 18B 19011800000000000223

Color Copier

The Division of Procurement Services is committed to providing purchasing opportunities for **municipalities, political subdivisions and school districts** in Maine by allowing them access, through our vendors, to our contract pricing. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?

☒ Yes

☐ Yes, with conditions as follows:

☐ No

Name of Company:

Kyocera Document Solutions New England, Inc.

Address:

1024 Forest Ave, Portland, ME 04103

Signature:

Brian Thewissen

Date:

1/29/2019

TASKalfa 3552ci**BASIC SPECIFICATIONS**

Configuration: Color Multifunctional System –
Print/Scan/Copy/Optional Fax

Pages Per Minute:

Color and Black – Letter: 35 ppm, Legal: 21 ppm, Ledger: 17 ppm,
12" x 18": 17 ppm (print only)

Warm Up Time: 17 Seconds or Less (Power On)

First Page Out:

Copy: 4.5 Seconds or Less Black, 5.9 Seconds or Less Color

Print: 5.1 Seconds or Less Black, 6.5 Seconds or Less Color

Display: 9" Color Touch Screen Control Panel

Resolution: 600 x 600 dpi; 9600 dpi x 600 dpi; 1200 x 1200 dpi

Memory / Hard Disk Drive: 4GB RAM / 8GB SSD /
320GB HDD Standard

Duplex: Standard Stackless Duplex Supports Statement to
12" x 18", 14 lb Bond – 166 lb Index (52 – 300gsm)

Standard Output Tray: Statement – 12" x 18" / 500 sheets;
up to 12" x 48" Banner (Single Sheet)

Electrical Requirements: 120V, 60Hz, 12A; 220-240V, 50Hz, 7.2A

Typical Electricity Consumption (TEC): 120V: 1.8 kWh/week;
220V: 1.8 kWh/week

Dimensions: 23.70" W x 26.18" D x 31.10" H

Weight: 202.83 lbs

Maximum Monthly Duty Cycle: 175,000 Pages per Month

PAPER SUPPLY

Standard Paper Sources: Dual 500 Sheet Trays, 150 Sheet MPT,
Auto Selection / Switching

Optional Paper Sources: Dual 500 Sheet Trays (PF-7100),
Dual 1,500-sheet Trays (PF-7110), Side LCT 3,000 Sheet Capacity
Tray (PF-7120)¹

Paper Capacity: Standard: 1,150 Sheets; Maximum: 7,150 Sheets

Paper Size:

Tray 1 – 5.5" x 8.5" – 8.5" x 14" (Statement to Legal); Tray 2 –
5.5" x 8.5" – 12" x 18", Custom Size; PF-7100: 5.5" x 8.5" –
12" x 18"; PF-7110, PF-7120: 8.5" x 11"; MPT: 5.5" x 8.5" –
12" x 18" (Multiple Sheets); Up to 12" x 48" Banner
(Single Sheet)

Paper Weight: Trays / MPT: 14 lb Bond – 166 lb Index (52 –
300gsm)

Input Materials: Standard/Optional Drawer: Plain Paper, Bond
Paper, Recycled Paper, Envelopes; MPT: Plain Paper, Bond Paper,
Recycled Paper, Cardstock, Transparencies, Labels, Envelopes

SECURITY SPECIFICATIONS

Standard: Local Authentication, Network Authentication
(IPsec, HTTPS, LDAP over SSL, SNMPv3); Secure Print (IPP over
SSL); Scan to Email (POP3/SMTP over SSL); Scan to FTP (FTP over
SSL); Scan to SMB/PC/USB; FTP over SSL

Optional: Data Security Kit (E): HDD Overwrite Mode, HDD
Data Encryption

PRINT SPECIFICATION

Standard Controller: Freescale QorIQ T1024 (Dual Core) / 1.2GHz

PDLs / Emulations: PRESCRIBE, PCL6 (PCL-XL / PCL5c), KPDL3
(PS3), XPS, OPEN XPS; Optional (UG-34): IBM ProPrinter, Line
Printer, LQ-850

Print Resolution: Up to 1200 x 1200 dpi

Fonts: 136 KPDL3, 93 PCL6, 8 Windows Vista, 1 Bitmap

OS Compatibility: Windows: XP/Vista/7/8/8.1/10/Server 2003/
Server 2008/Server 2008 R2/Server 2012/Server 2012 R2;

Novell NetWare 3.x/4.x/5.x/6.x; Mac OS 10.x; AirPrint Enabled;
Sun OS 4.1.x; Solaris 2.x; AIX; HP-UX (LPR)

Mobile Printing: Apple AirPrint®, Google Cloud Print™,
KYOCERA Mobile Print

Interfaces: Standard: 10/100/1000BaseTX, Hi-Speed USB 2.0,
4 USB Host Interfaces, 2 Expansion Slots

Optional: 10/100/1000BaseTX (B-50 for Dual NIC), IEEE 802.11
b/g/n (B-51 for Wireless LAN Interface)

Network Print and Supported Protocols: TCP/IP, NetBEUI, IPv4,
IPv6, IPsec, HTTP, LPD, FTP, IPP, RawPort, LPTD, SNTD, DHCP, SMTP,
POP3, DNS, SNMPv1/v2, WSD Scan/Print

Drivers: KX Driver, PCL Mini Driver, KPDL Mini Driver, KX Driver for
XPS, Network Fax Driver, TWAIN Driver, WIA Driver, PPD for MAC,
PPD for Linux

Utilities: KYOCERA Net Admin, KYOCERA Net Viewer, PDF Direct
Print, Command Center RX

SCAN SPECIFICATIONS

Scan Type: Color and Black & White Scanner

Scan Resolution: 600 dpi, 400 dpi, 300 dpi, 200 dpi, 200 x
100 dpi, 200 x 400 dpi

File Formats: TIFF (MMR compression), PDF (MMR compression),
PDF (high compression), OpenXPS, XPS, JPEG

PDF Extension: Searchable PDF (OCR) Option

Scan Speeds (mono/color, @300 dpi):

DP-7100: Simplex: 80 ipm B&W / 80 ipm Color;

Duplex: 48 ipm B&W / 48 ipm Color

DP-7110: Simplex: 100 ipm BW / 100 ipm Color;

Duplex: 180 ipm B&W / 180 ipm Color

Connectivity / Supported Protocols: 10/100/1000BaseTX, TCP/IP,
Hi-Speed USB 2.0

Scanning Functions: Scan to Folder (SMB), Scan to Email, Scan to
FTP, Scan to FTP over SSL, Scan to USB, WSD Scan, TWAIN Scan

Original Size: Through DP: Statement to Ledger (5.5" x 8.5" –
11" x 17"); Glass: Up to 11" x 17"

Drivers: TWAIN/WIA Driver

COPY SPECIFICATIONS

Copy Resolution: 600 x 600 dpi

Image Mode: Text, Photo, Text/Photo, Graphic/Map

Continuous Copy: 1 – 999 / Auto Reset to 1

Additional Features: Auto Magnification, Auto Paper Select,
Auto Start, Auto Drawer Change, Interrupt Copy, Positive /
Negative Reverse, Mirror Image, Rotate Copy, Border Erase, Split
Copy, Electronic Sort, Margin Shift, Page Number, Form Overlay,
XY Zoom, Prevent Bleed Through, Text Stamp, Bates Stamp, Blank
Page Skip

Job Management: 1,000 Department Codes, Job Programs,
Job Build, Shortcut Keys, Repeat Copy

Color Adjustment: One Touch, Hue, Auto Exposure, Sharpness

Magnification / Zoom: Full Size, 4 Reduction, 4 Enlargement
Preset Ratios, 25 – 400% in 1% Step Increments

Document Box: Custom Box, Job Box, Removable Memory Box,
Fax Box (with optional Fax System)

OPTIONAL DOCUMENT PROCESSORS²

Type / Capacity:

DP-7100: Reversing Automatic Document Processor / 140 Sheets

DP-7110: Dual Scan Document Processor / 270 Sheets

Acceptable Originals: 5.5" x 8.5" – 11" x 17"

Acceptable Weights:

DP-7100: Simplex: 13 lb Bond – 90 lb Index (45 – 160gsm);

Duplex: 16 lb – 32 lb Bond (50 – 120gsm)

DP-7110: Simplex: 13 lb Bond – 120 lb Index (35 – 220gsm);

Duplex: 16 lb – 120 lb Index (50 – 220gsm)

OPTIONAL FAX SPECIFICATIONS

Fax Type: Fax System 12

Compatibility / Data Compression: G3 Fax / MMR, MR, MH, JBIG

Transmission Speed / Modem Speed: Less than 3 seconds /
33.6 Kbps

Fax Memory: Standard 170 MB

Driver: Network Fax Driver

Fax Functions: Network Fax, Duplex Transmission and Reception,
Encrypted Transmission and Reception, Polling Transmission and
Reception, Broadcast

OUTPUT & FINISHING OPTIONS

OPTIONAL 500 SHEET INTERNAL FINISHER DF-7100³

Stack / Staple Capacity: 500 Sheets / 50 Sheets

(up to 24 lb Bond [90gsm])

Paper Size: 5.5" x 8.5" – 12" x 18"

Paper Weight: 14 lb Bond – 166 lb Index (52 – 300gsm)

Edge Staple Position: 3 Positions: Front 1 Staple, Edge 1 Staple,
Face 2 Staples

Optional Punch: PH-7100 2 and 3 Hole Punch Unit, Supports

5.5" x 8.5" – 12" x 18"; 14 lb Bond – 166 lb Index (52 – 300gsm)

Dimensions: 19.60" W x 20.98" D x 6.73" H

OPTIONAL 1,000 SHEET FINISHER DF-7120^{3,4}

Stack / Staple Capacity: Main Tray: 1,000 Sheets / 50 Sheets

(up to 24 lb Bond [90gsm])

Paper Size: 5.5" x 8.5" – 12" x 18"

Paper Weight: 14 lb Bond – 166 lb Index (52 – 300gsm)

Edge Staple Position: 3 Positions: Top Left, Bottom Left, Center
Bind

Optional Punch: PH-7A 2 and 3 Hole Punch Unit, Supports

5.5" x 8.5" – 12" x 18"; 14 lb Bond – 166 lb Index (52 – 300gsm)

Dimensions: 21.57" W x 24.35" D x 41.34" H

OPTIONAL 4,000 SHEET FINISHER DF-7110^{3,4}

Stack / Staple Capacity: Main Tray (A): 4,000 Sheets;

Sub Tray (B): 200 Sheets / 65 Sheets (up to 24 lb Bond [90gsm])

Paper Size: 5.5" x 8.5" – 12" x 18"

Paper Weight: 14 lb Bond – 166 lb Index (52 – 300gsm)

Edge Staple Position: 3 Positions: Top Left, Bottom Left, Center
Bind

Optional Punch: PH-7A 2 and 3 Hole Punch Unit, Supports

5.5" x 8.5" – 12" x 18"; 14 lb Bond – 166 lb Index (52 – 300gsm)

Dimensions: 23.91" W x 26.32" D x 41.78" H

Optional Booklet Folder / Tri-fold Unit: BF-730 Booklet Folder

supports 8.5" x 11", 8.5" x 14", 11" x 17"; Fold booklet staple:

16 lb – 24 lb Bond (60 – 90gsm) 16 sheets; 25 lb – 28 lb Bond

(91 – 105gsm) 13 sheets; Fold booklet no staple: 16 lb –

24 lb Bond (60 – 90gsm) 5 sheets; 25 lb Bond – 72 lb Index

(91 – 120gsm) 3 sheets; 32 lb Bond – 110 lb Cover (121 – 256gsm)

1 sheet; Trifold supports 8.5" x 11" only: 16 lb – 24 lb Bond

(60 – 90gsm) 5 sheets; 25 lb Bond – 72 lb Index (91 – 120gsm)

3 sheets; 16 lb – 28 lb Bond (60 – 105gsm) 1 sheet

Optional Multi-Bin Mailbox⁵: MT-730(B) includes 7 Trays;

Supports 16 lb Bond – 90 lb Index (60 – 163gsm); Stack

Capacity per bin: 100 Sheets: 5.5" x 8.5", 8.5" x 11";

50 Sheets: 8.5" x 14", 11" x 17"

ADDITIONAL OPTIONS

Bridge Unit Attachment Kit (AK-7100), Banner Guide 10, Internet
Fax Kit (A), Card Authentication Kit (B), Gigabit NIC (B-50),
Wireless LAN IEEE802.11b/g/n (B-51), ThinPrint (UG-33),
Emulation (UG-34), Document Tray (DT-7100), Scan Extension
Kit (A) for Searchable PDF/OCR, Keyboard Holder 10, Data Security
Kit (E), EFI Fiery Printing System, Numeric Keypad (NK-7110), Job
Separator (JS-7100)

¹ Requires PF-7100 or PF-7110

² Only 1 Document Processor can be installed

³ Only 1 Output Option can be installed

⁴ Requires Bridge Unit Attachment Kit (AK-7100)

⁵ Requires DF-7110

ONLY FROM KYOCERA

KYOCERA Document Solutions is a global leader in the digital
imaging industry, with an award-winning line of document solutions
that consistently set the standard for high performance, superior
image quality, enhanced workflow applications, ease-of-use
and durability.

Looking to streamline your document workflow? KYOCERA offers
a robust portfolio of Business Applications that seamlessly and
securely integrate with our MFPs. To learn more about which
Business Applications are right for your business, visit the
Solutions section on our website.

Specifications and design are subject to change without notice.

For the latest on connectivity visit www.kyoceradocumentsolutions.com/us

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KYOCERA Document Solutions America, Inc.

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IC# 855D400450



TASKalfa 3252ci**BASIC SPECIFICATIONS**

Configuration: Color Multifunctional System –
Print/Scan/Copy/Optional Fax

Pages Per Minute:

Color and Black – Letter: 32 ppm, Legal: 19 ppm, Ledger: 16 ppm,
12" x 18": 16 ppm (print only)

Warm Up Time: 18 Seconds or Less (Power On)

First Page Out:

Copy: 5.3 Seconds or Less Black, 7.0 Seconds or Less Color

Print: 5.9 Seconds or Less Black, 7.7 Seconds or Less Color

Display: 9" Color Touch Screen Control Panel

Resolution: 600 x 600 dpi; 9600 dpi x 600 dpi; 1200 x 1200 dpi

Memory / Hard Disk Drive: 4GB RAM / 320GB HDD Standard

Duplex: Standard Stackless Duplex Supports Statement to
12" x 18", 14 lb Bond – 166 lb Index (52 – 300gsm)

Standard Output Tray: Statement – 12" x 18" / 500 sheets;
up to 12" x 48" Banner (Single Sheet)

Electrical Requirements: 120V, 60Hz, 12A; 220-240V, 50Hz, 7.2A

Typical Electricity Consumption (TEC): 120V: 1.6 kWh/week;
220V: 1.5 kWh/week

Dimensions: 23.70" W x 26.18" D x 31.10" H

Weight: 202.83 lbs

Maximum Monthly Duty Cycle: 125,000 Pages per Month

PAPER SUPPLY

Standard Paper Sources: Dual 500 Sheet Trays, 150 Sheet MPT,
Auto Selection / Switching

Optional Paper Sources: Dual 500 Sheet Trays (PF-7100),
Dual 1,500-sheet Trays (PF-7110); Side LCT: 3,000 Sheet Capacity
Tray (PF-7120)¹

Paper Capacity: Standard: 1,150 Sheets; Maximum: 7,150 Sheets
Paper Size:

Tray 1 – 5.5" x 8.5" – 8.5" x 14" (Statement to Legal); Tray 2 –
5.5" x 8.5" – 12" x 18", Custom Size; PF-7100: 5.5" x 8.5" –
12" x 18"; PF-7110, PF-7120: 8.5" x 11"; MPT: 5.5" x 8.5" –
12" x 18" (Multiple Sheets); Up to 12" x 48" Banner
(Single Sheet)

Paper Weight: Trays / MPT: 14 lb Bond – 166 lb Index (52 –
300gsm)

Input Materials: Standard/Optional Drawer: Plain Paper, Bond
Paper, Recycled Paper, Envelopes; MPT: Plain Paper, Bond Paper,
Recycled Paper, Cardstock, Transparencies, Labels, Envelopes

SECURITY SPECIFICATIONS

Standard: Local Authentication, Network Authentication
(IPsec, HTTPS, LDAP over SSL, SNMPv3); Secure Print (IPP over
SSL); Scan to Email (POP3/SMTP over SSL); Scan to FTP (FTP over
SSL); Scan to SMB/PC/USB; FTP over SSL

Optional: Data Security Kit (E); HDD Overwrite Mode, HDD
Data Encryption

PRINT SPECIFICATION

Standard Controller: Freescale QorIQ T1024 (Dual Core) / 1.0GHz
PDLs / Emulations: PRESCRIBE, PCL6 (PCL-XL / PCL5c), KPD13
(PS3), XPS, OPEN XPS; Optional (UG-34): IBM ProPrinter, Line
Printer, LQ-850

Print Resolution: Up to 1200 x 1200 dpi

Fonts: 136 KPD13, 93 PCL6, 8 Windows Vista, 1 Bitmap

OS Compatibility: Windows: XP/Vista/7/8/8.1/10/Server 2003/
Server 2008/Server 2008 R2/Server 2012/Server 2012 R2;
Novell NetWare 3.x/4.x/5.x/6.x; Mac OS 10.x; AirPrint Enabled;
Sun OS 4.1.x; Solaris 2.x; AIX; HP-UX (LPR)

Mobile Printing: Apple AirPrint™, Google Cloud Print™,
KYOCERA Mobile Print

Interfaces: Standard: 10/100/1000BaseTX, Hi-Speed USB 2.0,
4 USB Host Interfaces, 2 Expansion Slots

Optional: 10/100/1000BaseTX (B-50 for Dual NIC), IEEE 802.11
b/g/n (B-51 for Wireless LAN Interface)

Network Print and Supported Protocols: TCP/IP, NetBEUI, IPv4,
IPv6, IPsec, HTTP, LPD, FTP, IPP, RawPort, LLTD, SNT, DHCP, SMTP,
POP3, DNS, SNMPv1/v2, WSD Scan/Print

Drivers: KX Driver, PCL Mini Driver, KPD1 Mini Driver, KX Driver for
XPS, Network Fax Driver, TWAIN Driver, WIA Driver, PPD for MAC,
PPD for Linux

Utilities: KYOCERA Net Admin, KYOCERA Net Viewer, PDF Direct
Print, Command Center RX

SCAN SPECIFICATIONS

Scan Type: Color and Black & White Scanner

Scan Resolution: 600 dpi, 400 dpi, 300 dpi, 200 dpi, 200 x
100 dpi, 200 x 400 dpi

File Formats: TIFF (MMR compression), PDF (MMR compression),
PDF (high compression), OpenXPS, XPS, JPEG

PDF Extension: Searchable PDF (OCR) Option

Scan Speeds (mono/color, @300 dpi):

DP-7120: Simplex: 48 ipm B&W / 48 ipm Color;

Duplex: 15 ipm B&W / 15 ipm Color

DP-7100: Simplex: 80 ipm B&W / 80 ipm Color;

Duplex: 48 ipm B&W / 48 ipm Color

DP-7110: Simplex: 80 ipm BW / 80 ipm Color;

Duplex: 160 ipm B&W / 160 ipm Color

Connectivity / Supported Protocols: 10/100/1000BaseTX, TCP/IP,
Hi-Speed USB 2.0

Scanning Functions: Scan to Folder (SMB), Scan to Email, Scan to
FTP, Scan to FTP over SSL, Scan to USB, WSD Scan, TWAIN Scan

Original Size: Through DP: Statement to Ledger (5.5" x 8.5" –
11" x 17"); Glass: Up to 11" x 17"

Drivers: TWAIN/WIA Driver

COPY SPECIFICATIONS

Copy Resolution: 600 x 600 dpi

Image Mode: Text, Photo, Text/Photo, Graphic/Map

Continuous Copy: 1 – 999 / Auto Reset to 1

Additional Features: Auto Magnification, Auto Paper Select,
Auto Start, Auto Drawer Change, Interrupt Copy

Job Management: 1,000 Department Codes, Job Programs,
Job Build, Shortcut Keys, Repeat Copy

Color Adjustment: One Touch, Hue, Auto Exposure, Sharpness

Magnification / Zoom: Full Size, 4 Reduction, 4 Enlargement
Preset Ratios, 25 – 400% in 1% Step Increments

Document Box: Custom Box, Job Box, Removable Memory Box,
Fax Box (with optional Fax System)

OPTIONAL DOCUMENT PROCESSORS²

Type / Capacity:

DP-7120: Reversing Automatic Document Processor / 50 Sheets

DP-7100: Reversing Automatic Document Processor / 140 Sheets

DP-7110: Dual Scan Document Processor / 270 Sheets

Acceptable Originals: 5.5" x 8.5" – 11" x 17"

Acceptable Weights:

DP-7120: Simplex: 13 lb Bond - 90 lb Index (45 – 160gsm);

Duplex: 16 lb - 32 lb Bond (50 - 120gsm)

DP-7100: Simplex: 13 lb Bond - 90 lb Index (45 – 160gsm);

Duplex: 16 lb - 32 lb Bond (50 – 120gsm)

DP-7110: Simplex: 13 lb Bond - 120 lb Index (35 – 220gsm);

Duplex: 16 lb - 120 lb Index (50 – 220gsm)

OPTIONAL FAX SPECIFICATIONS

Fax Type: Fax System 12

Compatibility / Data Compression: G3 Fax / MMR, MR, MH, JBIG

Transmission Speed / Modem Speed: Less than 3 seconds /
33.6 Kbps

Fax Memory: Standard 170 MB

Driver: Network Fax Driver

Fax Functions: Network Fax, Duplex Transmission and Reception,
Encrypted Transmission and Reception, Polling Transmission and
Reception, Broadcast

OUTPUT & FINISHING OPTIONS

OPTIONAL 500 SHEET INTERNAL FINISHER DF-7100³

Stack / Staple Capacity: 500 Sheets / 50 Sheets
(up to 24 lb Bond [90gsm])

Paper Size: 5.5" x 8.5" – 12" x 18"

Paper Weight: 14 lb Bond – 166 lb Index (52 – 300gsm)

Edge Staple Position: 3 Positions: Front 1 Staple, Edge 1 Staple,
Face 2 Staples

Optional Punch: PH-7100 2 and 3 Hole Punch Unit, Supports
5.5" x 8.5" – 12" x 18"; 14 lb Bond – 166 lb Index (52 – 300gsm)

Dimensions: 19.60" W x 20.98" D x 6.73" H

OPTIONAL 1,000 SHEET FINISHER DF-7120^{3,4}

Stack / Staple Capacity: Main Tray: 1,000 Sheets / 50 Sheets
(up to 24 lb Bond [90gsm])

Paper Size: 5.5" x 8.5" – 12" x 18"

Paper Weight: 14 lb Bond – 166 lb Index (52 – 300gsm)

Edge Staple Position: 3 Positions: Top Left, Bottom Left, Center
Bind

Optional Punch: PH-7A 2 and 3 Hole Punch Unit, Supports
5.5" x 8.5" – 12" x 18"; 14 lb Bond – 166 lb Index (52 – 300gsm)

Dimensions: 21.57" W x 24.35" D x 41.34" H

OPTIONAL 4,000 SHEET FINISHER DF-7110^{3,4}

Stack / Staple Capacity: Main Tray (A): 4,000 Sheets;

Sub Tray (B): 200 Sheets / 65 Sheets (up to 24 lb Bond [90gsm])

Paper Size: 5.5" x 8.5" – 12" x 18"

Paper Weight: 14 lb Bond – 166 lb Index (52 – 300gsm)

Edge Staple Position: 3 Positions: Top Left, Bottom Left, Center
Bind

Optional Punch: PH-7A 2 and 3 Hole Punch Unit, Supports
5.5" x 8.5" – 12" x 18"; 14 lb Bond – 166 lb Index (52 – 300gsm)

Dimensions: 23.91" W x 26.32" D x 41.78" H

Optional Booklet Folder / Tri-fold Unit: BF-730 Booklet Folder
supports 8.5" x 11", 8.5" x 14", 11" x 17"; Fold booklet staple:
16 lb – 24 lb Bond (60 – 90gsm) 16 sheets; 25 lb – 28 lb Bond
(91 – 105gsm) 13 sheets; Fold booklet no staple: 16 lb –
24 lb Bond (60 – 90gsm) 5 sheets; 25 lb Bond – 72 lb Index
(91 – 120gsm) 3 sheets; 32 lb Bond – 110 lb Cover (121 – 256gsm)
1 sheet; Trifold supports 8.5" x 11" only: 16 lb – 24 lb Bond
(60 – 90gsm) 5 sheets; 25 lb Bond – 72 lb Index (91 – 120gsm)
3 sheets; 16 lb – 28 lb Bond (60 – 105gsm) 1 sheet

Optional Multi-Bin Mailbox MT-730(B): MT-730(B) includes 7
Trays; Supports 16 lb Bond – 90 lb Index (60 – 163gsm); Stack
Capacity per bin: 100 Sheets: 5.5" x 8.5", 8.5" x 11";
50 Sheets: 8.5" x 14", 11" x 17"

ADDITIONAL OPTIONS

Bridge Unit Attachment Kit (AK-7100), Banner Guide 10, Internet
Fax Kit (A), Card Authentication Kit (B), Gigabit NIC (B-50),
Wireless LAN IEEE 802.11b/g/n (B-51), ThinPrint (UG-33),
Emulation (UG-34), Document Tray (DT-7100), Scan Extension
Kit (A) for Searchable PDF/OCR, Keyboard Holder 10, Data Security
Kit (E), EFI Flery Printing System, Numeric Keypad (NK-7110), Job
Separator (JS-7100)

¹ Requires PF-7100 or PF-7110

² Only 1 Document Processor can be installed

³ Only 1 Output Option can be installed

⁴ Requires Bridge Unit Attachment Kit (AK-7100)

⁵ Requires DF-7110

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STATE OF MAINE

GENERAL TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES UNDER BUYER PURCHASE ORDERS (BPOs) AND MASTER AGREEMENTS (MAs)

- 1. DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
 - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
 - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
 - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
 - d. The term “Division” shall refer to the State of Maine Division of Purchases.
 - e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
 - f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.
- 2. WARRANTY:** The Contractor warrants the following:
 - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
 - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
 - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
 - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
 - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

3. TAXES: Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

4. PACKING AND SHIPMENT: Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest

transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. DELIVERY: Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

6. FORCE MAJEURE: The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

7. INSPECTION: All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Division.

8. INVOICE: The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

9. ALTERATIONS: The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

10. TERMINATION: The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

11. NON-APPROPRIATION: Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

12. COMPLIANCE WITH APPLICABLE LAWS: Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are

contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

13. INTERPRETATION: This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

14. DISPUTES: The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

15. ASSIGNMENT: None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

16. STATE HELD HARMLESS: The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

17. SOLICITATION: The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

18. WAIVER: The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

19. MATERIAL SAFETY: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

20. COMPETITION: By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

21. INTEGRATION: All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.