MA 18P 17042800000000000122

05/25/17

MODIFICATION State of Maine



Master Agreement

Effective Date: 05/23/17 Expiration Date: 05/22/20

Master Agreement Description: Color Copier

Buyer Information

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

Issuer Information

Timothy Firnkes 207-624-9940 ext. timothy.firnkes@MAINE.GOV

Requestor Information

Bill Drake 207-287-6384 ext. bill.drake@maine.gov

Authorized Departments

18B BUREAU OF INFORMATION SERVICES

Vendor Information

Vendor Line #: 1

Vendor ID Vendor Name

VC1000011635 BUDGET BUSINESS MACHINES INC

Alias/DBA

Vendor Address Information

251 GODDARD RD

LEWISTON, ME 04241-2322

US

Vendor Contact Information

STEVE OUELLETTE

207-782-7427 ext.

souellette@bdtme.com

Commodity Information

Vendor Line #: 1

Vendor Name: BUDGET BUSINESS MACHINES INC

Commodity Line #: 1

Commodity Code: 60072

Commodity Description: Color Copier

Commodity Specifications:

Commodity Extended Description: Color Copier

Quantity UOM Unit Price

0.00000 \$0.00

Delivery Days Free on Board

0

Contract Amount Service Start Date Service End Date

\$0.00 05/23/17 05/22/20

Catalog Name Discount

0.0000 %

Discount Start Date Discount End Date

Terms and Conditions

Agreement Terms and Conditions

T&C #: 165

T&C Name: Payment Terms

T&C Details: Net 30

STATE OF MAINE DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES BUREAU OF GENERAL SERVICES DIVISION OF PURCHASES

RFQ # 18B 17040700000000000631

Color Copier

Quotations/Responses Due: 4/21/2017, not later than 2:00 p.m. local time

Note: All questions and responses must be provided via the State of Maine's e-Procurement system: AdvantageME / Vendor Self Service (VSS).

General Instructions on Bidder Questions

It is the responsibility of each Bidder to examine the entire RFQ and to seek clarification by submitting questions through the Q & A List tab on the Solicitation page. Any answers to questions will appear there as well. It is the vendor's responsibility to log in to view all questions and answers posted. Additional information obtained any other way will not be valid.

In the event that you must contact us for any other reasons than the Q & A previously mentioned, only the Buyer listed on the Solicitation page may be contacted from the time this RFQ is issued until award notification is made. No other person/State employee is empowered to make binding statements regarding this RFQ. Violation of this provision may lead to disqualification from the bidding process, at the State's discretion.

Summary

For this competitive Request for Quotations (RFQ) process, the State of Maine Division of Purchases ("Division") is acting on behalf of Office of Information Technology ("Requesting Department"). The Division and the Requesting Department seek quotations (also referred to as "bids" or "responses" herein) to provide the goods/services listed above. This document provides instructions and descriptions of requirements for this competitive process.

State of Maine RFQ # 18B 17040700000000000631 Rev. 10/2015

RFQ REQUIREMENTS

1. <u>Description of Requirements</u>

The following is a description of the goods and/or services sought by the State of Maine under this RFQ.

Color Copier

2. Bid Contents Requirements

In addition to the cost, delivery, and other information required in VSS, all bids should contain the following information as attachments, in the Appendices listed below:

Appendix A: Bid Cover Page

Appendix B: Detailed Specifications

3. Master Agreement Term

In addition to any mutually agreed upon delivery dates for purchases of goods, the contract resulting from this RFQ will have a term, or "Period of Performance", during which the contract is considered to be in effect. The <u>anticipated</u> contract term is defined in the table below. Please note that the dates below are <u>estimated</u> and may be adjusted as necessary in order to comply with all procedural requirements associated with this RFQ and the contracting process. The actual contract start date will be established by the completed and approved contract.

The term of the anticipated contract, resulting from this RFQ, is defined as follows:

Period	Start Date	End Date
Initial Period of Performance	5/01/2017	4/30/2018
Renewal Period #1	5/01/2018	4/30/2019
Renewal Period #2	5/01/2019	4/30/2020

4. Submitting A Quotation

- a **Quotations Due:** Quotations must be received <u>no later than</u> **2:00 p.m. Eastern Standard Time (EST),** on the date listed in VSS. <u>Quotations received after the 2:00 p.m. deadline will not be accepted.</u>
- b. **Submission Instructions:** Bidders must submit their bids in the State of Maine's electronic procurement system: Advantage "Vendor Self Service" (VSS). More information on this system can be found at the following internet link: http://www.maine.gov/purchases/venbid/rfq.shtml.
- c. **Multiple Quotations:** Unless specifically prohibited in Section 1 of this RFQ, Bidders are permitted to submit multiple quotations for this RFQ, offering alternative items or pricing for the State of Maine to consider in its best value determination.

- d. **Withdrawal of a Quotation:** Bidders are permitted to withdraw their own quotations up until the due date and time for receipt of quotations. To do so, a Bidder must enter the VSS system (as referenced above), identify and open their submitted quotation located in the Solicitation Responses tab, and click the "Withdraw" button found at the bottom of the screen. Quotations cannot be withdrawn after the due date and time for receipt of quotations.
- e. **Attachments:** Any attachments provided with the Advantage VSS bid submission must be in MS Word, MS Excel, or Adobe (.pdf) format, unless otherwise specified in Section 1 of this RFQ. Vendors are encouraged to submit supporting documentation that aid the requesting department in understanding how the bid conforms to the requirements. **The**<u>VSS attachment file size limit is 2Mb.</u> Please contact the buyer for this RFQ if you must submit attachment files larger than this.
- f. **Vendor specifications:** Unless otherwise stated in this RFQ document, limited specification information will be required upon submission of a bid in response to this RFQ. However, a Bidder's response should include an affirmative statement that their bid complies with all requirements of this RFQ, unless the Bidder specifically addresses how its bid differs from the specifications, and why the differences should be deemed acceptable by the State.

5. **General Instructions**

- a. The Bidder must submit a cost quotation response that covers the goods and term of the contract, including any optional renewal.
- b. The cost quotation shall include the costs necessary for the Bidder to fully comply with the contract terms and conditions and RFQ requirements.
- c. Failure to provide the requested information may result in the exclusion of the quotation from consideration, at the discretion of the Division.
- d. No costs related to the preparation of the quotation for this RFQ or to the negotiation of the contract with the Department may be included in the quotation.
- e. The State is exempt from the payment of Federal, State and local Taxes on articles not for resale. Please provide quotations that do not include these taxes. Upon application, an exemption certificate can be furnished by the State at the point of contract finalization.

6. QUOTATION EVALUATION AND SELECTION

Evaluation of the submitted quotations shall be accomplished as detailed below:

a State of Maine RFQ documents are evaluated on a **Best Value** basis. The term "Best Value" takes into consideration the qualities of the goods or services to be supplied, their conformity with the specifications listed in the RFQ, the purposes for which they are required, the date of delivery, and the best interest of the State. Once the goods or services have been determined to conform to the specifications listed, and other Best Value

- considerations have been made, then the Division will make its award decision based on the lowest price among the Bidders.
- b. At the discretion of the Division, if a Bidder's submission is deemed to not conform to the specifications listed in the RFQ, or otherwise not conform to the requirements of the RFQ, then that Bidder's submission may not be considered for contract award.
- c. In the event that no Bidder submission conforms to the specifications of this RFQ, then the Division may choose not to make any award. Alternatively, the Division may make an award to the Best Value Bidder whose specifications <u>most closely meet</u> the specifications of this RFQ. For example, if there are five specification requirements, and two responses are received with one Bidder meeting four requirements, and one bidder meeting three requirements, then the Division, at its discretion, may make a contract award to the Bidder meeting four requirements.
- d If the specifications provided with this RFQ are of a technical nature, then the Division's RFQ Coordinator, at his or her discretion, may seek to use an evaluation team comprised of subject matter experts, end-users from the Requesting Department, or other State Department representatives. In such a case, the evaluation team will judge the merits of the quotations received in accordance with the criteria defined in the RFQ.

7. <u>Negotiations</u>

- a <u>No Best and Final Offers:</u> The State of Maine will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their Best Value pricing with the submission of their quotation.
- b. The Division reserves the right to negotiate with the successful Bidder to finalize a contract at the same rate or cost of goods and services as presented in the selected quotation. Such negotiations may not significantly vary the content, nature or requirements of the quotation or the RFQ to an extent that may affect the price of goods or services requested. The Division reserves the right to terminate contract negotiations with a selected Bidder who submits a proposed contract significantly different from the quotation submitted in response to the RFQ.
- c. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Division may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Division may cancel the RFQ, at its sole discretion.

State of Maine RFQ # 18B 17040700000000000031 Rev. 10/2015

TERMS AND CONDITIONS FOR RFQ AND CONTRACT

PART I GENERAL INFORMATION ON RFQs

A. Purpose and Background

The State of Maine ("State") Department of Administrative and Financial Services ("Department"), Bureau of General Services ("Bureau"), Division of Purchases ("Division") acts as the purchasing agent on behalf of all Executive Departments and other agencies within State Government. For this competitive Request for Quotations (RFQ) process, the Division is acting on behalf of the Requesting Department listed on the cover page. The Division and the Requesting Department seek quotations (also referred to as "bids" or "responses" herein) to provide the goods/services as defined above in Section 1 of this document. This document provides instructions for submitting quotations, the procedure and criteria by which the Bidder(s) will be selected, and the contractual terms which will govern the relationship between the State and the awarded Bidder(s). Following Bidder selection and upon reaching a mutual agreement, the State and the selected Bidder will enter into a contract — taking the form of a State of Maine Master Agreement or Buyer Purchase Order (all generally referred to as "contract" herein), as applicable.

B. General Provisions

- 1. Issuance of this RFQ does not commit the Division or the Requesting Department to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to this RFQ. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
- All responses to this RFQ should adhere to the instructions and format requirements outlined in this RFQ and all written supplements and amendments (such as the Division's answers to the Bidders' questions submitted through the VSS), as issued by the Division. Responses are to follow the format and respond to all questions and instructions specified above in the "Submitting a Quotation" section of this RFQ.
- 3. Bidders shall take careful note that in evaluating a quotation submitted in response to this RFQ, the Department may consider materials provided in the quotation, information obtained through interviews/presentations (if any), and internal information of previous contract history between the Division and the Bidder (if any). The Division also reserves the right to consider other reliable references and publicly available information available in evaluating a Bidder's experience and capabilities, if needed. All responses to this RFQ shall be considered to be authorized to legally bind the Bidder, and if selected for award, shall contain or be considered to contain a statement that the quotation and the pricing contained therein will remain valid and binding for a period of at least 180 days from the date and time of the bid opening.
- **4.** The RFQ and the selected Bidder's quotation, including all appendices or attachments, may be incorporated in the final contract.
- 5. Following announcement of an award decision, all submissions in response to this RFQ will be considered public records available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) (1 M.R.S. §§ 401 et seq.).

State of Maine RFQ # 18B 17040700000000000031

Rev. 10/2015 5

- 6. The Division, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in quotations received in response to this RFQ.
- 7. The Division reserves the right to authorize other State Departments to use the contract(s) resulting from this RFQ, if it is deemed to be beneficial for the State to do so.
- **&** All applicable laws, whether or not herein contained, shall be included by this reference. II shall be Bidder's responsibility to determine the applicability and requirements of any such laws and to abide by them.

C. Eligibility to Submit Bids

Public agencies, private for-profit companies, and non-profit companies and institutions are invited to submit bids in response to State of Maine Requests for Quotations.

D. Delivery Terms

For the purchase of goods, the Division and selected Bidder will decide upon a delivery date in accordance with the State's requirements and the terms offered in the Bidder's quotation. Unless stated otherwise in Section 1 of this RFQ, all deliveries are expected with shipping terms of "Free on Board (FOB) — Destination". The State intends for this to mean that all goods shall be priced in the bid response to include shipping charges, if any, to the State's desired location. The "FOB — Destination" shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

E. Alternate Bids and Approved Equals

When, in bid forms and specifications, an article or material is identified by using a trade name and catalog number of a manufacturer or vendor, the term "or approved equal," if not inserted with the identification, is implied. Any Bidder that seeks to propose an alternate item from what is specified in this RFQ should refer to State of Maine Statute 5 MRSA §1825-B, for "Bids, awards and contracts", found here: http://www.mainelegislature.org/legis/statutes/5/title5sec1825-B.html

F. Appeal of Contract Awards

Any person aggrieved by the award decision that results from this RFQ may appeal the decision to the Director of the Bureau of General Services in the manner prescribed in 5 MRSA § 1825-E and 18-554 Code of Maine Rules, Chapter 120 (found here:

http://www.maine.gov/purchases/policies/120.shtml). The appeal must be in writing and filed with the Director of the Bureau of General Services, 9 State House Station, Augusta, Maine, 04333-0009 within 15 calendar days of receipt of notification of contract award.

If this RFQ results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of that vendor list, but not during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.

PART II CONTRACT ADMINISTRATION AND CONDITIONS

A. Contract Document

The successful Bidder will be required to execute a contract in the form of a State of Maine Buyer Purchase Order, Contract Agreement to Purchase Services or State of Maine Master Agreement.

The Standard Terms and Conditions used with the aforementioned contract types may be found on the Division of Purchases website at the following link:

http://www.maine.gov/purchases/info/forms/BPO General Terms.doc

In the event that the State of Maine's Standard Terms and Conditions or RFQ provisions do not otherwise cover contractual scenarios that are specific to the goods or services being purchased under this RFQ, then the State is willing to consider a Bidder's standard terms and conditions. Consideration or use of a Bidder's standard terms and conditions shall only occur under the general agreement that in the event of a conflict, the State of Maine's Standard Terms and Conditions and RFQ provisions shall take precedence.

Other forms and contract documents commonly used by the State can be found on the Division of Purchases website at the following link: http://www.maine.gov/purchases/info/forms.shtml

B. Independent Capacity

In providing services and performing under the contract, the successful Bidder shall act independently and not as an agent of the State of Maine.

C. Payments and Other Provisions

The State anticipates paying the selected Bidder for goods and services received, on the basis of net 30 payment terms, upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains a reference to the State of Maine contract number, contains correct pricing information relative to the contract, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the contract that results from this RFQ.

The State of Maine reserves the right to pay for goods purchased through this solicitation by any of several available means, which include but may not be limited to check, EFT, and/or procurement card. Bidders are advised that state statute precludes sellers from imposing a surcharge on credit or debit card purchases (text follows):

"9-A MRSA §8-303 (2): A seller in a sales transaction may not impose a surcharge on a cardholder who elects to use a credit card or debit card in lieu of payment by cash, check or similar means."

State of Maine RFQ # 18B 17040700000000000031 Rev. 10/2015

PART III APPENDICES

Appendix A

STATE OF MAINE DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES DIVISION OF PURCHASES BID COVER PAGE

Bidder's Organization Nam	ne: Budget Document Technolog	y
Chief Executive - Name/Ti	tle: Tom Ouellette / President	
Tel: 207-782-7427	Fax: 207-777-6377	E-mail: touellette@bdtme.com
Headquarters Street Addre	ess: 251 Goddard Road	
Headquarters City/State/Z	ip: Lewiston, ME 04240	
(provide information reque	sted below if different from above,	
Lead Point of Contact for	· Bid - Name/Title: Tom Ouellette	/ President
Tel: 207-782-7427	Fax: 207-777-6377	E-mail: touellette@bdtme.com
Street Address: 251 Godda	ard Road	
City/State/Zip: Lewiston,	ME 04240	

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.

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. 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.

The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

State of Maine RFQ # 18B 170407000000000000631 Rev. 10/2015

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: Tom Ouellette	Title: President
,	
	Date: 04/14/2017

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

DETAILED SPECIFICATIONS

RFQ # 18B 17040700000000000631 Color Copier

36 month rental of a possible one (I) New Digital Full Color Copier/Printer

Unit would 35 ppm/cpm

Unit must be new <u>current model</u> and in excellent working condition <u>(No discontinued, reconditioned, or re-manufactured models),</u>

Unit $\underline{\text{must}}$ be capable of utilizing standard office electrical outlet (120V) without a dedicated power line.

Contractor will be required to make necessary provisions to insure copier is ADA compliant No State standard has been developed for the hardware.

The standard for the software is attached. Contractor will be responsible to either make equipment reasonably ADA accessible or furnish a replacement unit which is reasonably ADA accessible within 14 calendar days of notification.

Contractor will be required for furnishing Material Safety Data Sheets (MSDS) upon installation of machine on all supplied items or items needed to operate machine, Contractor will be responsible to incorporate into regular equipment training, safety training on all the items needed to operate equipment to both key operators and casual users,

Energy efficient devices are to be included in the product line offered. The State is committed to saving energy and the contractor shall be responsible for emphasizing the energy efficient devices. Specifically:

- 1) The equipment meets Energy Star lower energy consumption seams.
- 2) The screen and monitor do not emit electrostatic and electromagnetic radiation.
- 3) The vendor does not provide equipment or components that may contain unfriendly components (chlorinated solvents, Freon, cadmium in parts of the CRT or electronic components, mercury batteries,, etc.) which causes an unfriendly environment and more costly to dispose of,
- 4) Vendor must ship the product with the E____ Star low-power feature activated or enabled,
- 5) If the product is shipped without the Energy Star seal, it must include the manufacturer's certification specifying the machine is Energy Star compliant.

Maintenance will have 4 hours or less response time for a service call (a phone call will not be considered a rise). There will be a 1400 number to call for service. Servicing technicians must be certified on that equipment.

Unit must be sheet-fed plain paper copiers capable of performing to the State's satisfaction by using recycled ' I purchased for general use by the Division of Purchases.

The multifunctional digital copier must be capable of" supporting the following current State connectors & software:

- 1. Capable to support TCPAP network communication
- 2. Capable to support Ethernet connection.
- 3. Capable to supports a variety of printer languages:

A, Post Script

B. HP

C.PCL

Vendor will be responsible for the total setup of the total setup of equipment and accessories to make sure it is up and running to the States and customer's satisfaction to include working with States IT personnel to configure copiers to point to States e-mail server, etc.

The pricing includes delivery, installation, removal, training (as needed), stands, all parts, labor, service (to include network service calls), staples, toner, and any shipping/handling charges (everything to operate the equipment excluding paper). Price to remain firm for the entire term of the rental.

The State <u>will not</u> be responsible to pay for replacement or repairs from lighting strikes, power surges, etc. that could damage equipment. It will be the responsibility of the vendor to supply the proper surge protecting/power filtering device for unit that will meet their current manufacturer's specifications for protection.

The multifunctional unit's hard drive for components, i.e. copier, printers, faxes, scanners, etc. must have a security feature (data overwrite mechanism). The security feature <u>MUST</u> 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 <u>ALL</u> of the customer's data will be protected at all times.

ALL DATA OVERWRITE MECHANISMS MUST BE <u>ENABLED</u> UPON INSTALLATION.

State of Maine RFQ # 18B 17040700000000000031

Rev. 10/2015

Location #1 (Would be installed in (Warren)

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)

*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

Paper cassettes 3 minimum

Paper capacity of a 2500 sheets minimum

RADF

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 nest produce high image quality consistently without special adjustments

Copier must handle heavy workloads efficiently

Estimated average monthly volumes at this Location #1:

Color—500 B&W --8000

*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 <u>MUST</u> meet the ISO 15408 Data security standards established by the Common Criteria for Information Technology Security Evaluation at a minimum of EAL Level 3 (TillS MUST BE IN WRITING AN ATTACHED TO YOUR DID), The State expects that ALL of the customer's dais 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: Konica C368	
Base monthly rental charge \$ 124.00	Cost per copy color \$ <u>0.037</u>
Cost per copy B/W \$ <u>0.0049</u>	

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 at 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);

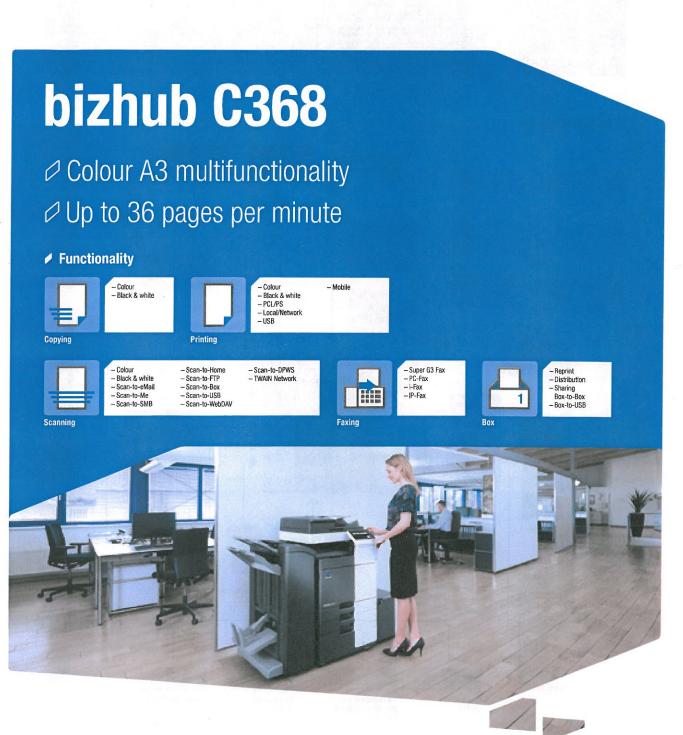
Print/Scan board	\$ Included	/month.
Data Overwrite	\$ Included	/month.
RADF	\$ Included	/month,
Stapler/Finisher	\$ Included	/month.
TOTAL MONTHLY CHARGES: \$ 124.00	-	
Additional Accessories Available (these are accessories the unit — <u>Do</u> Not add this to the TOTAL MONTHLY C		l can be added to
Fax	<u>\$ 11.00</u>	/month
Additional Paper Tray/s	<u>\$ NA</u>	<u>/</u> mouth,
	\$_NA	/month.
	ф ът А	
DOES YOUR EQUIPMENT MEET THE MINIMUM SPECIE IF UNIT QUOTING DOES NOT MEET THE REQUIREMENTS - YOU MUST CLEARLY STATE VERY	— E SPECIFICATION	

TAKE NOTE: If you <u>DO NOT</u> 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 of Maine RFQ # 18B 17040700000000000031 Rev. 10/2015

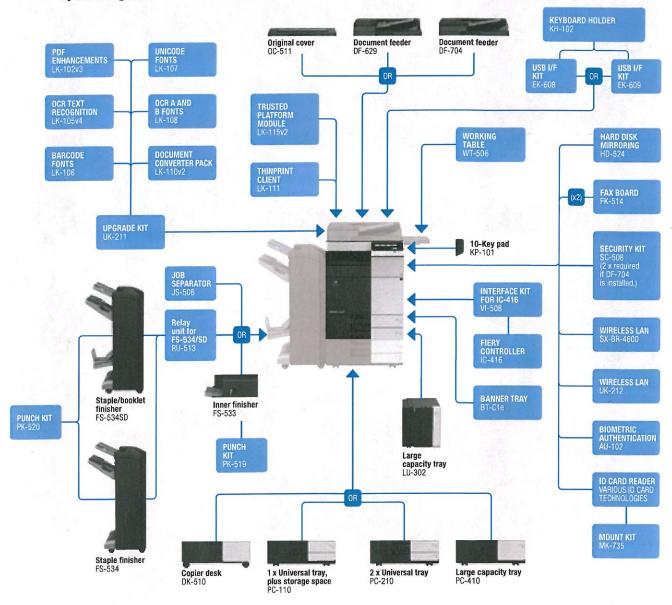




Technology

Emperon™ – print controller	Easily compatible with different users and IT environments through Konica Minolta's unified print technology	1
Simitri® HD - polymerised toner	Delivers high print quality and yet ensures reduced print spending as well as lower environmental impact	V
OpenAPI – solution platform	Server-based applications provide efficient workflows for the entire MFP fleet	1
i-Option – special feature	Offers extended scope and advanced MFP functionality in line with individual requirements	~
CSRC - remote service	Keeps productivity up with online monitoring of devices and consumables through the Konica Minolta service	1
IWS - panel customisation	Improved user-device interaction and enhanced productivity through full MFP panel customisation	V

Option diagram



Finishing functionalities



stapling





punching





punching





mixplex/

mixmedia





report











Descriptions

ypass.
capacit
ypass.
55
-300
gabit
geography a
her
nisher,

KP-101 10-Key pad	For use instead of touchscreen
WT-506 Working table	Authentication device placement
FK-514 Fax board	Super G3 fax, digital fax functionality
IC-416 Fiery controller	Professional colour print controller
VI-508 Interface kit for IC-416	Fiery controller interface card
KH-102 Keyboard holder	To place USB keyboard
EK-608 USB I/F kit	USB keyboard connection
EK-609 USB I/F kit	USB keyboard connection, Bluetooth
ID card reader	Various ID card technologies
MK-735 Mount kit	Installation kit for ID card reader
AU-102 Biometric authentication	Finger vein scanner
SC-508 Security kit	Copy Guard function (2 kits required if DF-704 is installed
HD-524 Hard disk mirroring	Back-up HDD
BT-C1e Banner tray	Multipage banner feeding
LK-102v3 PDF enhancements	PDF/A (1b), PDF encryption, digital signature
LK-105v4 OCR text recognition	Searchable PDF and PPTX, PDF/A (1a)
LK-106 Barcode fonts	Supports native barcode printing
LK-107 Unicode fonts	Supports native Unicode printing
LK-108 OCR A and B fonts	Supports native OCR A and B font printing
LK-110v2 Document converter pack	Generates various file formats incl. DOCX, XLSX and PDF/A
LK-111 ThinPrint® Client	Print data compression for reduced network impact
LK-115v2 TPM activation	Trusted Platform Module for protection of data encryption and decryption
UK-211 Upgrade kit	2 GB memory extension for upgrades
UK-212 Wireless LAN	Wireless LAN and wireless LAN Access Point Mode
SX-BR-4600 Wireless LAN	Wireless LAN to network connector

Technical specifications

SYSTEM	SPECIFIE	CATIONS

STOTEN STEDITION	ONS
System memory	2,048 MB (standard)
System hard disk	250 GB (standard)
Interface	10-Base-T/100-Base-T/1,000-Base-T Ethernet; USB 2.0
Network protocols	TCP/IP (IPv4 / IPv6); IPX/SPX; NetBEUI; AppleTalk (EtherTalk)
	SMB; LPD; IPP; SNMP; HTTP
Frame types	Ethernet 802.2; Ethernet 802.3; Ethernet II; Ethernet SNAP
Automatic document	Up to 100 originals; A6-A3; 35-163 gsm
feeder (optional)	RADF or Dualscan ADF available
Printable paper size	A6-SRA3, customised paper sizes;
	banner paper max. 1,200 x 297 mm
Printable paper weight	52-300 gsm
Paper input capacity	Standard: 1,150 sheets
	Max.: 6,650 sheets
Tray 1	500 sheets, A5-A3, 52-256 gsm
Tray 2	500 sheets, A5-SRA3, 52-256 gsm
Tray 3 (optional)	1 x 500 sheets, A5-A3, 52-256 gsm
Tray 4 (optional)	2 x 500 sheets, A5-A3, 52-256 gsm
Large capacity tray	2,500 sheets, A4, 52-256 gsm
(optional)	
Large capacity tray	3,000 sheets, A4, 52-256 gsm
LU-302 (optional)	
Manual bypass	150 sheets, A6-SRA3, custom sizes, banner, 60-300 gsm
Automatic duplexing	A5-SRA3; 52-256 gsm
Finishing modes	Offset; group; sort; staple; punch; centre-fold; letter fold;
(optional)	booklet
Output capacity	Max.: 3,300 sheets
(with finisher)	
Output capacity	Max.: 250 sheets
(without finisher)	AUGUST
Stapling	Max.: 50 sheets or 48 sheets + 2 cover sheets (up to 209 gsm)
Stapling output capacity	Max. 1,000 sheets
Letter fold	Up to 3 sheets
Letter fold capacity	Max.: 30 sheets (tray); unlimited
Booklet	Max.: 20 sheets or 19 sheets + 1 cover sheet (up to 209 gsm)
Booklet output capacity	Max.: 100 sheets (tray); unlimited
Copy/print volume	Rec.: 25,000 pages
(monthly)	Max.1: 125,000 pages
Toner lifetime	Black 28,000 pages; CMY 26,000 pages

imaging unit litetime	Black 120,000 pages/600,000 pages (Drum/Developer)	
	CMY 90,000 pages/600,000 pages (Drum/Developer)	
Power consumption	220-240 V / 50/60 Hz Less than 1.5 kW (system)	
System dimensions	615 x 685 x 771 mm (excl. ADF and lower paper tray unit)	
(W x D x H)		
System weight	Approx. 85 kg	
COPIER SPECIFICATI	ONS	
Copying process	Electrostatic laser copy, tandem, indirect	
Toner system	Simitri® HD polymerised toner	
Copy/print speed A4	Up to 36 ppm	
(mono/colour)		
Copy/print speed A3	Up to 18 ppm	
(mono/colour)		
Autoduplex speed A4	Up to 36 ppm	
(mono/colour)		
1st copy out time	5.6 sec.	
(mono/colour)	7.3 sec.	
Warm-up time	Approx. 20 sec. ²	
Copy resolution	600 x 600 dpi	
Gradation	256 gradations	
Multicopy	1-9,999	
Original format	A5-A3	
Magnification	25-400% in 0.1% steps; auto-zooming	
Copy functions	Chapter; cover and page insertion; proof copy (print and	
	screen); adjustment test print; digital art functions; job set-	
	ting memory; poster mode; image repeat; overlay (optional)	
	stamping; copy protection	

¹ If the maximum volume is reached within a period of one year, then a maintenance cycle must be performed



² Warm-up time may vary depending on the operating environment and usage

Print resolution	1,800 x 600 dpi; 1,200 x 1,200 dpi		
Page description	PCL 6 (XL 3.0); PCL 5c; PostScript 3 (CPSI 3016); XPS		
language			
Operating systems	Windows VISTA (32/64), Windows 7 (32/64)		
	Windows 8 (32/64), Windows Server 2003 (32/64)		
	Windows Server 2008 (32/64), Windows Server 2008 R2		
	Windows Server 2012, Windows Server 2012 R2		
	Macintosh OS X 10.x, Unix, Linux, Citrix		
Printer fonts	80 PCL Latin; 137 PostScript 3 Emulation Latin		
Print functions	Direct print of PCL, PS, TIFF, XPS, PDF (v1.7),		
	encrypted PDF files and OOXML (DOCX, XLSX, PPTX);		
	mixmedia and mixplex; "Easy Set" job programming;		
	overlay; watermark; copy protection; carbon copy print		
Mobile Printing	AirPrint (iOS), Mopria (Android), Google Cloud Print (optional),		
	WiFi Direct (optional), Konica Minolta Print Service (Android)		
	PageScope Mobile (iOS & Android); NFC Authentication and		
	Pairing (Android)		
PRINTER SPECIFICA	TIONS (OPTIONAL)		
Print controller	Embedded Fiery IC-416		
Controller CPU	Intel Pentium @ 2.9 GHz		
	2 GB/500 GB		
Memory/HDD	Adobe PostScript 3 (CPSI 3020)		
Page description	PCL 6/5		
language			
Operating systems	Windows VISTA (32/64), Windows 7 (32/64),		
	Windows 8 (32/64), Windows Server 2003 (32/64)		
	Windows Server 2008 (32/64), Windows Server 2008 R2,		

SCANNER SPECIFI	CATIONS

Scan speed	Up to 160 ipm (with optional DF-704)				
(mono/colour)	W 8 12 W 19				
Scan resolution	Max.: 600 x 600 dpi				
Scan modes	Scan-to-eMail (Scan-to-Me), Scan-to-SMB (Scan-to-Home)				
	Scan-to-FTP, Scan-to-Box, Scan-to-USB, Scan-to-WebDAV				
	Scan-to-DPWS, Network TWAIN scan				
File formats	JPEG; TIFF; PDF; PDF/A 1a and 1b (optional); compact PDF;				
	encrypted PDF; searchable PDF (optional); XPS; compact XPS;				
	PPTX; searchable DOCX/XLSX/PPTX (optional)				
Scan destinations	2,100 (single + group); LDAP support				
Scan functions	Annotation (text/time/date) for PDF; up to 400 job programs;				
	real-time scan preview				

Macintosh OS 9.x/10.x

Windows Server 2012, Windows Server 2012 R2

FAX SPECIFICATIONS

Fax standard	Super G3 (optional)				
Fax transmission	Analogue				
	i-Fax				
	Colour i-Fax (RFC3949-C)				
	IP-Fax				
Fax resolution	ion Max.: 600 x 600 dpi (ultra-fine)				
Fax compression	MH; MR; MMR; JBIG				
Fax modem	Up to 33.6 Kbps				
Fax destinations	estinations 2,100 (single + group)				
Fax functions	Polling; time shift; PC-Fax; receipt to confidential box;				
	Receipt to e-mail/FTP/SMB; up to 400 job programs				

USER BOX SPECIFICATIONS

Max. storable documents	Up to 3,000 documents or 10,000 pages				
Type of user boxes	Public				
	Personal (with password or authentication)				
	Group (with authentication)				
Type of system boxes	Secure print				
	Encrypted PDF print				
	Fax receipt				
	Fax polling				
User box functionality	Reprint; combination				
	Download				
	Sending (e-mail/FTP/SMB and Fax)				
	Copy box to box				
SYSTEM FEATURES	Name of the second seco				
Security	ISO15408/IEEE 2600.1 compliant (in evaluation);				
	IP filtering and port blocking;				
	SSL2; SSL3 and TSL1.0 network communication;				
	IPsec support; IEEE 802.1x support; user authentication;				
	Authentication log; secure print;				
	Hard disk overwrite (8 standard types);				
	Hard disk data encryption (AES 256);				
	Hard disk mirroring (optional); Memory data auto deletion				
	Confidential fax receipt; Print user data encryption;				
	copy protection (Copy Guard, Password Copy) optional				
Accounting	Up to 1,000 user accounts; Active Directory support				
	(user name + password + e-mail + smb folder)				
	User function access definition				
	Biometric authentication (finger vein scanner) optional				
	ID card authentication (ID card reader) optional				
Software	PageScope Net Care Device Manager				
	PageScope Data Administrator				
	PageScope Box Operator				
	PageScope Direct Print				
	Print Status Notifier				
	Driver Packaging Utility				
	Log Management Utility				

- All specifications refer to A4-size paper of 80 gsm quality.
 The support and availability of the listed specifications and functionalities varies depending on operating systems, applications and network protocols as well as network and system configurations.
 The stated life expectancy of each consumable is based on specific operating conditions such as page coverage for a particular page size (5% coverage of A4). The actual life of each consumable will vary depending on use and other printing variables including page coverage, page size, media type, continuous or intermittent printing, ambient temperature and humidity.
 Specifications and accessories are based on the information available at the time of printing and are subject to change without notice.
 Konica Minota does not warrant that any specifications mentioned will be error-free.

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 All brand and product names may be registered trademarks or trademarks of their respective. holders and are hereby acknowledged.

































Location		Copier	Copier	CPM/PPM	CPM/PPM	Copier Base
#	Vendor	Brand	Model	Color	B/W	Cost
1	Budget Document Technology	Konica	C368	35	35	\$124.00

						TOTAL MTHLY
Cost per						COST
Copy	Est. Mthly	Mthly Cost	Cost per	Est. Mthly	Mthly	(Contract
Color	Vol. Color	for Color	Copy B/W	Vol. B/W	Cost B/W	Amount)
\$0.0370	500	\$18.50	\$0.00490	8,000	\$39.20	\$181.70

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.

Revised 1/10/2014 Page 2 of 5

- **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 deappropriated, 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

Revised 1/10/2014 Page 3 of 5

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 or 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.

Revised 1/10/2014 Page **4** of **5**

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.

Revised 1/10/2014 Page 5 of 5