Commonwealth of Virginia
Virginia Information Technologies Agency

STATEWIDE PRINTER CONTRACTS

Optional Use Contract

Date:	August 4, 2006
Contract #:	VA-020410-OCE
Authorized User:	State agencies, institutions, and other public bodies, as defined in the Virginia Public Procurement Act.
Contractor:	OCE North America, Inc. 5450 N. Cumberland Ave. Chicago, IL 60656
FIN:	06-1070101
Contact Person:	Chris Haase Phone: 703-247-3935 Toll Free 1-800-788-5940, Ext. 240 chris.haase@oce.com
Items Awarded:	# 21 and 22
Term:	April 21, 2006 – April 20, 2007
Payment:	Net 30 days

For Additional Contract Information:

Virginia Information Technologies Agency
Supply Chain Management

Doug Crenshaw, VCO
Strategic Sourcing Manager
Phone: 804-371-5993
E-Mail: doug.crenshaw@vita.virginia.gov
Fax: 804-371-5969

Greg Scearce
Strategic Sourcing Specialist
Phone: 804-371-5919
Email: gregory.scearce@vita.virginia.gov
Fax: 804-371-5969

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at http://www.vita.virginia.gov/procurement/contracts.cfm

VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA): Prior review and approval by VITA for purchases in excess of $100,000.00 is required for State Agencies and Institutions only.

VA-020410-OCE

CONTRACT CHANGE LOG

Change No.	Description of Change	Effective Date
1	To extend contract term	04/11/03
2	Extends contract	12/01/03
3	Extends contract	4/21/04
4	Extends contract and changes supplier's name	5/12/05
5	Updates supplier's contact information	7/14/05
6	Updates supplier & VITA contact information	12/16/05
7	Mod 5 extends contract	4/21/06
8	Mod 6 adds equip.	5/12/06
9	Incorporates Northrop Grumman's assignment rights for Executive Branch Agencies	7/1/06

COMMONWEALTH *of* VIRGINIA

Virginia Information Technologies Agency
110 SOUTH SEVENTH STREET
RICHMOND, VIRGINIA 23219

July 28, 2006

OCE North America, Inc.
Carolyn Cash
ccash@oceprinting.com
5450 N. Cumberland Avenue
Chicago, IL 60656

Re: Contract # VA-020410-OCE Notice of Assignment

Dear Carolyn Cash,

As you may be aware, in November 2005, the Commonwealth of Virginia and Northrop Grumman Information Technology, Inc. formed a partnership to modernize the state's information technology infrastructure. Under the Comprehensive Infrastructure Agreement arising from this partnership, Northrop Grumman will be providing the Commonwealth with the equipment and services necessary to build and operate IT infrastructure effective July 1, 2006. You may have already been contacted by Northrop Grumman to establish a contract for future goods and services.

In conjunction with those efforts, Northrop Grumman will be managing the Commonwealth's Executive Branch agencies' (agency listing attached) service/maintenance needs covered by your contract and, therefore, your assistance is requested. This letter shall serve as notice that the Commonwealth is assigning to Northrop Grumman any services/maintenance previously purchased under this contract effective July 1, 2006, including all rights, interest and obligations with the above contract or such unexpired warranty services from the Purchase Orders ("P.O.") attached for the sole purpose of having Northrop Grumman and its contractors provide the Commonwealth with the services set forth in the Comprehensive Infrastructure Agreement.

Attached please find P.O.'s that are currently active from the Commonwealth. Please review and confirm that these are accurate and that there are no others outstanding at this time. If no P.O.'s are attached, please confirm that the Commonwealth has NO active P.O.s for the above contract number that would be affected by this partnership.

Any future maintenance/service orders placed by Northrop Grumman should be invoiced directly to Northrop Grumman. Please send invoices to the address listed on the Northrop Grumman Purchase Order.

Should you have any questions regarding this notice, please do not hesitate to contact me. Your cooperation in support of the Commonwealth's new partnership is greatly appreciated.

Sincerely,

Tammy Trexler
Tammy.Trexler@vita.virginia.gov
Supply Chain Management
VITA

Cc: George Vrtiak

MODIFICATION #6
TO
CONTRACT NUMBER VA-020410-OCE
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
OCE North America, Inc.

This MODIFICATION #6 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and OCE North America, Inc., hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #6 is hereby incorporated into and made an integral part of Contract VA-020410-OCE (the Agreement), as modified.

Reference: Appendix 1, Line 21:

The purpose of Modification #6 is to document both parties' agreement concerning the addition of specific equipment as identified herein.

10x5 Printer replaces line 21 of Appendix 1 (with no price change) for Contract VA-020410-OCE.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020410-OCE and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

OCE North America, Inc.	COMMONWEALTH OF VIRGINIA
BY: Jill Klubert for Dale Drufke	BY: Doug Crenshaw
NAME: Dale Drufke	NAME: Douglas Crenshaw
TITLE: VicePresident, Finance	TITLE: Strategic Sourcing Manager
DATE: May 1, 2006	DATE: 5/4/06
4/19/06 JKS	

APPENDIX 1

This Appendix 1 is incorporated into and made an integral part of this Contract, as identified in Block 1, Form 62, Page 1.

	IFB 2002-06 Statewide Printer Purchase Contract - Awards										Post Warranty	Post Warranty		
								Warranty Length	Warranty Type	Depot to On-Site	Annual Renewal Cost	Annual Renewal Cost	Response Time	Response Time
	Printer Category /			Purchase	Index		Index Price Document	(length - in months)	(depot or on-site)	Annual UPGRADE COST	(Depot maintenance)	(On-Site maintenance)	DEPOT (in days)	ON-SITE (in hours)
	Contractor company name	Manufacturer	Model	Bid Price	Price	DISCOUNT	or URL							
ITEM NUMBERS					Price found on the OEM's Index Price Document	%	The Index Price Document name or website URL where OEM's published pricing for the individual printer/option/service can be found.							
21	Océ USA, Inc.	Océ	3155NC	$ 28,151.00	$ 43,549.00	35.36	http://members.cox.net/oce-va	12	On Site			$245/mo		4 Hours
22	Océ USA, Inc.	Océ	3165NC	$ 34,290.00	$ 54,351.00	36.91	http://members.cox.net/oce-va	12	On Site			$245/mo		4 Hours

MODIFICATION #5
TO
CONTRACT NUMBER VA-020410-OCE
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
OCE North America, Inc.

This MODIFICATION #5 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and OCE North America, Inc., hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #5 is hereby incorporated into and made an integral part of Contract VA-020410-OCE (the Agreement), as modified.

The purpose of this Modification #5 is to allow for an extension to the above referenced Contract:

Reference: Page C11, Paragraph 36, entitled "Term":

Both above-referenced parties hereby agree to extend the term of Contract VA-020410-OCE from April 21, 2006 through April 20, 2007, or until the Commonwealth provides a 30-day written notice of termination, whichever occurs first. With the execution of the Modification, both parties further agree that Item Number 21 (Model 3155NC) is being deleted from this Contract VA-020410-OCE and substitute items will be proposed to the Commonwealth within sixty (60) days and the Commonwealth is not precluded from further extending the Agreement for the time period as identified in the above cited paragraph.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020410-OCE and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

OCE North America, Inc.	COMMONWEALTH OF VIRGINIA
BY: Jack Ahlstedt for Dale Drufke	BY: Doug Crenshaw
NAME: Dale Drufke	NAME: Doug Crenshaw
TITLE: Vice President, Finance	TITLE: Strategic Sourcing Mgr
DATE: April 19, 2006	DATE: 4/20/06
4/19/06 JKS	

MODIFICATION #4
TO
CONTRACT NUMBER VA-020410-OCE
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
OCE North America, INC.

This MODIFICATION #4 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA (Virginia Information Technologies Agency), and OCE North America, INC. hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #4 is hereby incorporated into and made an integral part of Contract VA-020410-OCE, as modified.

The purpose of this Modification #4 is to document both parties' agreement concerning Contract renewal and to document the change in corporate name of the Contractor.

Reference: Page C11, Paragraph 36, entitled "Term":

Both above-referenced parties hereby agree to extend the term of Contract VA-020410-OCE from April 21, 2005 through April 20, 2006, or until the Commonwealth provides a 30-day written notice of termination, whichever occurs first. With the execution of this Modification, both parties further agree that the Commonwealth is not precluded from further extending the Agreement for the time period as identified in the above cited paragraph.

The Contractor, OCE-USA, Inc. merged with Oce Printing Systems USA, Inc., and began using the name "OCE North America, INC." effective November 30, 2003. The "Contractor's" Federal Employee Identification Number ("F.E.I.N.") remains 06-1070101. Effective November 30, 2003 all references to "OCE Printing Systems USA, Inc.", "OCE-USA, INC", or "Contractor," shall refer to OCE North America, INC, Inc. Both parties agree that although the name of the Contractor changed on November 30, 2003, all Contract duties and obligations of the Contractor and the State have not changed

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020410-OCE and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

OCE North America, INC.	COMMONWEALTH OF VIRGINIA
BY: Jane Schappert	BY: Doug Crenshaw
NAME: Jane Schappert	NAME: Doug Crenshaw
TITLE: Director Sales Operations	TITLE: Senior Sourcing Consultant
DATE: May 10, 2005	DATE: 5/11/05

MODIFICATION #3
TO
CONTRACT NUMBER VA-020410-OCE
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
OCE-USA, INC.

This MODIFICATION #3 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA (Virginia Information Technologies Agency), and ~~OCE-USA, INC.~~ hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #3 is hereby incorporated into and made an integral part of Contract VA-020410-OCE, as modified.

The purpose of this Modification #3 is to document both parties' agreement concerning Contract renewal.

Reference: Page C11, Paragraph 36, entitled "Term":

Both above-referenced parties hereby agree to extend the term of Contract VA-020410-OCE from April 21, 2004 through April 20, 2005, or until the Commonwealth provides a 30-day written notice of termination, whichever occurs first. With the execution of this Modification, both parties further agree that the Commonwealth is not precluded from further extending the Agreement for the time period as identified in the above cited paragraph.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020410-OCE and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

~~OCE-USA, INC.~~ Oce North America, Inc.	COMMONWEALTH OF VIRGINIA
BY:	BY:
NAME: Virgil De Oliveira	NAME: Timothy W Moore
TITLE: Exec. Dir. Sales Operations & Support	TITLE: Sourcing Manager
DATE: April, 22, 2004	DATE: 5/5/04

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:18 PM 11/24/2003
FILED 05:18 PM 11/24/03
SRV 030756829 – 0932311 FILE

CERTIFICATE OF MERGER
MERGING
OCÉ PRINTING SYSTEMS USA, INC.
INTO
OCÉ-USA, INC.

Océ-USA, Inc. organized and existing under and by virtue of the General Corporation Law of Delaware, does hereby certify:

FIRST: That the name, state of origination and form of entity of each of the constituent entities of the merger is as follows:

NAME	STATE OF ORGANIZATION	FORM OF ENTITY
Océ Printing Systems USA, Inc.	Delaware	Corporation
Océ-USA, Inc.	Delaware	Corporation

SECOND: That an Agreement and Plan of Merger between the parties to the merger has been approved, adopted, certified, executed, and acknowledge by each of the constiment corporations in accordance with the requirements of 251(e) of the General Corportation Law of the State of Delaware.

THIRD: That the surviving entity of the merger is Océ-USA, Inc.

FOURTH: That the Certificate of Incorporation of Océ -USA, Inc. as filed with the Delaware Secretary of State on February 19, 1982, as amended, shall be the Certificate of Incorporation of the surviving corportaion, after giving effect, permanent so the Agreement and Plan of Merger, to the change of the surviving corporation's name to Océ North America, Inc.

FIFTH: The Certificate of Incorporation of the surviving corporation shall be amended to read as follows:
ARTICLE I: The name of the corporation is Océ North America, Inc.

SIXTH: That the executed Agreement and Plan of Merger is on file at the principal place of bailment of the surviving corporation, the address of which is 5450 North Cumberland Avenue, Chicago, Illinois 60656, Attention: Secretary.

SEVENTH: That a copy of the Agreement and Plan of Merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of any constituent Corporation.

EIGHT: That the merger is effective at midnight on November 30, 2003.

IN WETNESS WHEREOF, Oce-USA, Inc. Ms caused this Certificate of Merger to be duly executed is accordance with Section 103 of the General Corporation Law of the state of awe on his 30day of November, 2003.

OCÉ-USA, INC.

By: Ronald E. Daly

Name: Ronald E. Daly

Title: Chairman

MODIFICATION #2
TO
CONTRACT NUMBER VA-020410-OCE
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
OCE-USA, INC.

This MODIFICATION #2 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA (Virginia Information Technologies Agency), and OCE-USA, INC. hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #2 is hereby incorporated into and made an integral part of Contract VA-020410-OCE, as modified.

The purpose of this Modification #2 is to document both parties' agreement concerning Contract renewal.

Reference: Page C11, Paragraph 36, entitled "Term":

Both above-referenced parties hereby agree to extend the term of Contract VA-020410-OCE from October 18, 2003 through April 20, 2004, or until the Commonwealth provides a 30-day written notice of termination, whichever occurs first. With the execution of this Modification, both parties further agree that the Commonwealth is not precluded from further extending the Agreement for the time period as identified in the above cited paragraph.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020410-OCE and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

OCE-USA, INC.

BY: [signature]

NAME: Roger W. Benoit

TITLE: Executive Regional Director

DATE: 11/19/03

COMMONWEALTH OF VIRGINIA

BY: Theodora Cogbill

NAME: THEODORA COGBILL

TITLE: ASSOC DIR, SCM

DATE: 11/24/03

MODIFICATION #1
TO
CONTRACT NUMBER VA-020410-OCE
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
OCE-USA, INC.

This MODIFICATION #1 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DIT" (Department of Information Technology), and OCE-USA, Inc., hereinafter referred to as "Contractor" relating to the modification of the above contract. This Modification #1 is hereby incorporated into and made an integral part of Contract VA-020410-OCE.

Reference: Page C6, Paragraph 36 entitled "Term":

Both above referenced parties hereby agree to extend the term of Contract VA-020410-OCE as specified in the above reference for a six month period, from April 19, 2003 through October 18, 2003.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020410-OCE and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

OCE-USA, INC.	COMMONWEALTH OF VIRGINIA
BY:	BY:
NAME:	NAME: Joe A. Parr
TITLE:	TITLE: Tech Contracts Manager
DATE: 4-1-03	DATE: D.I.T. 4/10/03

MANDATORY REQUIREMENTS

2.1 Printer Categories

The Commonwealth is seeking to establish multiple Statewide Master Contracts in several printer categories. Up to three (3) distinct brand names of printers will be awarded per category and/or sub-category.

General Requirements: The following mandatory requirements apply to the appropriate printer category and/or sub-category:

- **Desktop** indicates PC attachment, a cable is required and must be included in the printer price offered, at no additional cost (parallel, and/or serial, and/or USB)
- **Workgroup** indicates network attachment, interface and matching patch cord must be included in printer price offered at no additional cost
- All printers offered in all categories must include driver support for Microsoft Operating System(s)
- Print speeds listed are for printing 8.5" x 11" pages (ppm = pages per minute – black and color speed listed separately where appropriate)
- All print speeds indicated are for rated engine speed, as stated on manufacturer's spec sheets.
- Each printer must be configured with sufficient memory to support the listed minimum requirements and must be included in printer price offered at no additional cost
- All print resolutions are listed as minimums
- All paper sizes are listed as minimums, except where a range is listed, or where an upper limit ("up to") is stated
- ALL SPECIFICATIONS SHALL BE VERIFIABLE FROM SPEC SHEETS/LITERATURE PROVIDED WITH BID OFFER

The Printer categories are:

A. Braille – Desktop:
1. 40 characters w/ Library of Congress spacing, 15 cps, serial and parallel
2. 56 characters w/ Library of Congress spacing (extra-wide), double sided, 40 cps, serial and parallel

B. Dot Matrix – Desktop:
1. 9 pin, 8.5" - 80 column, 50 cps NLQ, 5 part form capability
2. 24 pin, 14" - 136 column, 100 cps NLQ, 5 part form capability

C. Laser/Page – Mono – Workgroup:
1. 1200 dpi, 10 ppm, up to 20 ppm, 8.5" x 11" up to 11" x 14"
2. 1200 dpi, above 20 ppm, up to 30 ppm, 8.5" x 11" up to 11" x 14"
3. 1200 dpi, above 30 ppm, up to 50 ppm, 8.5" x 11" up to 11" x 17"
4. 300 dpi, above 50 ppm, 8.5" x 11" up to 12" x 18.5"

D. Laser/Page – Color - Workgroup:
1. 600 dpi, above 6 color ppm, above 15 ppm black, 8.5"x11" up to 12" x 18.5"

E. Line - Workgroup:
1. 300 lines per minute (lpm) to 800 lpm
2. Above 800 lpm

F. Multifunction - Color InkJet and Mono Laser - Workgroup:
1. Color InkJet Printer/Copier/Scanner
   Print - 1200 dpi, 1 color ppm, up to 4 black ppm, 8.5"x11" up to 11" x 14"
   Copy – 600 dpi, Scan – 9600 dpi:
2. Mono Laser Printer/Copier/Scanner:
   Print – 600 dpi, 8 ppm, 8.5"x11" up to 11" x 14"
   Copy – 600 dpi, up to 8 cpm, Scan – 600 dpi
3. Color InkJet Printer/Copier/Scanner/Fax:
   Print - 1200 dpi, 3 color ppm, up to 5 black ppm, 8.5"x11" up to 11" x 14"
   Copy – 600 dpi, up to 12 cpm black, up to 9 cpm color, Scan – 9600 dpi
   Fax – 300 dpi
4. Mono Laser Printer/Copier/Scanner/Fax:
   Print – 600 dpi, 6 ppm, 8.5"x11" up to 11" x 14"
   Copy – 600 dpi, up to 6 cpm, Scan – 600 dpi
   Fax – 300 dpi

G. Plotters/Large Format Color InkJet - Workgroup
1. Color InkJet
   a. 24" Models, (600 dpi black/300 dpi color, min)
   b. 36" Models, (1200 dpi black/600 dpi color, min)
   c. 54" Models, (1200 dpi black/600 dpi color, min)

2.2.3 CONTRACT PRICING:

Contract Line Item Number (CLIN) Pricing for all printer/options/services offered shall be determined by the application of a Contract Discount, from a publicly available published Index Price document or URL (Internet website). Contractor(s) must, at all times during the term of this contract, make available to the Commonwealth (preferably in electronic form), the current Index Price of each contract item. The Index Price may come from such publicly available published documents as a price list (such as "Retail" catalog pricing) or from a contract, which is still in effect at the time of contract award (such as a "GSA" or other contract) or from a website URL where such documents or pricing are publicly available. Distributor or Reseller catalog pricing is not acceptable for this purpose.

Contractor(s) shall update the Index Price document on a regular basis and provide the updated Index Price document to the Contracts Manager, DIT. The schedule for providing such updates may be at the contractor's convenience dependent upon contractor's frequency of publication of pricing changes (i.e. daily, weekly, monthly, etc.), but in all cases shall, at a minimum, be provided to the Contract's Manager, DIT on a quarterly basis. The current Index Price for each CLIN will be published on the ASD website for the convenience of authorized contract users. At no time shall a lower price than the Index Price less Contract Discount be offered to government customers within the Commonwealth of Virginia. Any promotional or otherwise "special" pricing must be available to all authorized contract users. (Please also refer to T&C #35, page C10.)

ALL CONTRACT PRICES MUST BE NOT-TO-EXCEED PRICES. At no time during this agreement will a Contractor be allowed to exceed the prices offered in the IFB response, except as provided herein. The Master Contract pricing shall therefore be Not-To-Exceed (NTE) pricing.

After contract award(s), DIT will use the NTE prices in the following manner. Printer/options/services Index Prices offered shall be verifiable by referring to the most current Index Price document. All subsequent CLIN price changes for product replacements, whether caused by manufacturer price changes, obsolescence, etc. will be governed by the application of the constant Contract Discount (calculated at date of award) for the life of the Master Contract.

2.2.4 Product Substitutions and/or Additions

The Contractor may substitute or replace products that are of equal or greater value and equivalent or greater specification to existing contract items, as necessary, when the change is required due to the Manufacturer's or OEM's printer/option/service changes. All changes must be reflected by the Index Price document or website URL designated for that item, prior to substitutions of CLINs. Printers/options/services may also be added to the contract as the need arises, upon mutual consent of the Commonwealth and contractor, but only at the Contract Discount for like items or items within the same categories.

2.3 Intention of Working Configuration

It is the intent of the Commonwealth to receive a complete working printer configuration at the bid price. For Portable and Desktop/PC-attached printers, sufficient memory and an appropriate interface cable, a minimum of 6 ft. in length, shall be included. For Workgroup/network-attached printers, network interface, sufficient memory and a 6 ft. minimum length, Category 5 patch cord shall be provided. For any other printer method of attachment, interface, sufficient memory and an appropriate means of attachment cable must be offered and priced. Any incidental items omitted

from bid offers but needed to make a complete working configuration shall be provided by the Contractor and shall be considered included in the printer's offered bid price.

2.5 System Software / Driver Software

Each delivered printer shall be delivered with the most current drivers for all operating systems available from the OEM or other source. The Bidder shall provide each printer with a perpetual, non-transferable and non-exclusive driver software license, and shall deliver all original software media and manuals with the printer. The Authorized user will have the right to make, for internal use, as many additional copies of drivers as it deems necessary.

2.6 Delivery

Delivery shall be 15 days after receipt of order.

2.7 Warranty Maintenance

Please refer to T&C #48 on page C13.

10. FAILURE TO DELIVER

Failure to comply with the terms and conditions of the IFB or to deliver equipment, software or services identified in the solicitation at the price quoted may result in cancellation or rescission of the award/contract by the Commonwealth and may subject the Contractor to removal from DIT's Vendor Registration file and ruled ineligible to participate in DIT's (and other agencies and institutions information technology) procurements for a period of 12 months.

16. CONTRACT

Any contract which is awarded as a result of this solicitation, offer and award shall be between DIT and the Contractor. No other agency, institution or public body may negotiate in any way with the vendor concerning the items identified in the schedule or any terms and conditions of the contract. All problems associated with the resulting contract shall be brought to the attention of the Contracts Manger, DIT.

SECTION 4: MANDATORY CONTRACTUAL TERMS AND CONDITIONS

CONTRACTUAL TERMS AND CONDITIONS
INVITATION FOR BID (IFB) #2002-06

1. SCOPE OF AGREEMENT

The following paragraphs contain the Contractual terms and conditions by which Agencies, Institutions, and other public bodies as defined in § 2.2-4301 of the Virginia Public Procurement Act (VPPA) hereinafter referred to as "Authorized Users" will acquire Printer/s (Printer/s shall henceforth be defined so as to include all software/firmware that is an integral component of the Printer/s) and Services, to include but may not be limited to maintenance, and warranty, ("Services") pursuant to the Commonwealth's IFB 2002-006.

2. TAXES - FEDERAL, STATE AND LOCAL

The Commonwealth is exempt from Federal excise tax and from all State and local taxes. Contractor shall not include such taxes in any invoices under this Agreement. Tax exemption certificates are available for use by the Contractor online at http://www.tax.state.va.us/, and shall be furnished by the Commonwealth upon request.

3. NON-APPROPRIATION

All orders for Printer/s and Services and all payment obligations under this Agreement are subject to appropriated funds being available for expenditure for that purpose. The Commonwealth shall promptly notify the Contractor of any action denying such funding. In such event, any outstanding order shall be canceled without further obligation to the extent the affected Printer/s or Services have not yet been duly delivered and accepted.

If any purchases are to be supported by federal funding, and such funding is not made available, the Commonwealth may terminate the specific order for goods or services dependent on such Federal funds without further obligation.

4. GOVERNING LAW

This Agreement shall be deemed executed in Richmond, Virginia. This Agreement, and any disputes arising under it, shall be governed by the laws of the Commonwealth of Virginia. Any litigation arising in connection with this Agreement shall be brought in the courts of the Commonwealth of Virginia. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

5. ENTIRE AGREEMENT

This Contract, the solicitation, bid response, solicitation instructions and all Printer/s and Services specifically listed in the Schedule, and the notes in the Schedule constitute the entire Agreement between the parties with respect to the subject matter of this Contract. All prior agreements, representations, statements, negotiations and undertakings are hereby superseded with respect to Printer/s and/or Services acquired by the State under the terms and conditions of this Contract.

Notwithstanding an Order, no other written documents regardless of form or content shall be executed by any agency or institution for Printer/s acquired under this Contract unless signed by the Contracts Manager, DIT, or his alternate as designated by the Director, DIT.

6. AMENDMENT AND WAIVER

No amendment of this Agreement shall be effective unless it is in writing and signed by a duly authorized representative of each party. Under no circumstance shall any term or condition on or in any invoice, package, license or other Contractor-supplied document be effective unless signed by the Commonwealth's duly authorized representative. No representative of the Commonwealth has authority to increase the price of a fixed-price Contract by more than twenty-five percent of the Contract price or $50,000, whichever is greater, without the advance written approval of the Governor or his designee.

No waiver of, or consent to, any breach shall be effective unless expressly made in writing and signed by the waiving or consenting party's duly authorized representative.

7. CERTIFICATIONS

Contractor hereby certifies its compliance with the following acts, as amended: Virginia Fair Employment Contracting Act; Virginia Governmental Frauds Act; Virginia Public Procurement Act; and Federal Immigration Reform and Control Act of 1986; Virginians with Disabilities Act; Americans with Disabilities Act; Federal Civil Rights Act of 1964.

8. CONTRACTUAL RECORDS

The Contractor shall make all Contractual books and records and other documents relating to matters under this Agreement available to the Commonwealth and its designated agents for purposes of audit and examination for a period of five years after final payment.

Contractual records include, but are not limited to, this Agreement and all executed Orders, Attachments, modifications, invoices, and correspondence between the parties to this Agreement.

9. EMPLOYMENT DISCRIMINATION

During the performance of this Agreement, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, or disabilities except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for meeting the requirements of this section.

The Contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

10. CONTINGENT FEE WARRANTY

The Contractor represents and warrants that the Contractor has not employed or retained any company or person, except Contractor's regular, full-time employees, for the purpose of soliciting or securing this Agreement and has not given or agreed to give anything of value to any such company or person contingent upon the award or making of this Agreement. If either or both of the foregoing representations is untrue, the Commonwealth shall have the right to terminate this Agreement without liability or, in its discretion, recover from the Contractor the full amount of any such contingent compensation.

11. PRIME CONTRACTOR RESPONSIBILITY

If the Contractor's proposal includes any goods or Services to be supplied by another party, the Contractor agrees as follows:

a. The Contractor shall act as prime Contractor for the procurement and maintenance of the entire proposed configuration and shall be the sole point of contact with regard to all obligations under this Agreement.

b. The Contractor hereby represents and warrants that the Contractor has made such other party aware of the proposed use and disposition of the other party's Product or Services, and that such other party has agreed in writing that it has no objection thereto.

c. The Prime Contractor may identify one contact for billing, and one contact for ordering, and one contact for Services, however, the Prime Contractor always remains the sole point of contact with regard to all obligations under this Agreement.

d. All Authorized Users shall contact the same Contractor’s contact for any one category identified above.

12. LIABILITY

To the maximum extent permitted by applicable law, the Contractor will not be liable under this Contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, Printer/s and or Services delivered under this Contract. This limitation of liability will not apply, however, to liability arising from: (a) personal injury or death: (b) defect or deficiency caused by willful misconduct or negligence on the part of the Contractor; or (c) circumstances where the Contract expressly provides a right to damages, indemnification or reimbursement.

13. INFRINGEMENT ACTIONS

a. Contractor, at its own expense, shall defend any suit brought against the Commonwealth for the infringement of patents, copyrights or trade secrets protected by state or federal law if the claim of infringement is alleged to relate to or arise from the Contractor's or Commonwealth's use of any Printer/s, software, materials or information prepared or developed in connection with performance of this Agreement. In such suit, Contractor shall satisfy any final award for any infringement.

b. The purchasing agency shall notify the Contractor of such suit within a reasonable time after learning of it and shall give the Contractor the full right and opportunity to conduct the defense of the suit, subject however to the requirements of Sections 2.1-122 and 2.1-127 of the Code of Virginia or any successor statute. If principles of governmental or public law are involved, the Commonwealth may participate, at its option, in the defense of the suit.

c. The Contractor shall not be required to indemnify the Commonwealth against any claim of infringement arising solely out of the Commonwealth's own specifications or design or solely from the combination of Printer/s or software furnished hereunder with any Printer/s or software not supplied by the Contractor.

d. If, in the Contractor's opinion, any Product or Service is likely to or does become the subject of a claim of infringement, Contractor may provide, at its option, noninfringing substitutes that are satisfactory to the Commonwealth, or at Contractor's option and expense, may obtain the right for the Commonwealth to continue the use of such Product or Service.

e. If the use of such Printer/s or software by the Commonwealth is prevented by permanent injunction or by Contractor's failure to procure the right for the Commonwealth to continue using the software, the Contractor agrees to take back the infringing Printer/s, software, materials or information and refund the total amount the Commonwealth has paid Contractor under this Agreement, less one and one half (1 1/2) percent of the total paid for each month of use by the Commonwealth. This obligation is in addition to the obligations cited in subparagraphs a. through d. of this Section entitled "Infringement Actions".

14. ASSIGNMENT

To the fullest extent permitted by law, the parties agree that Contractor's rights under this Agreement shall not be assignable, in whole or in part, to any other party without the Commonwealth's written consent, and that any purported assignment or transfer without such consent shall be null and void. If any law limits the right of the parties to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be as follows. The Contractor shall give the purchasing office prompt written notice of the assignment, signed by authorized representatives of both the Contractor and the assignee. This written notice shall be on the Department of Information Technology's (DIT's) "Assignment Notice / Payment Instruction" form and shall provide all information requested on that form. Copies of the form may be obtained from the Contracts Manager DIT. Upon DIT's acknowledgment of receipt of the properly executed form, the Assignee shall notify the using agency or agencies receiving the goods or Services of the assignment and shall supply the using agency with a copy of the properly executed form. Any payments made prior to the using agency's receipt of such notification and form shall not be covered by this assignment.

In the event the Commonwealth receives any notice from a third party claiming to be an assignee of any rights of the Contractor under this Agreement, Contractor agrees that payment or other performance in respect of those rights shall not be due until at least thirty days after the Commonwealth's receipt of the notice required by the above paragraph or receipt of a similarly executed notice confirming the absence or revocation of the purported assignment. The Acquisition Services Division of DIT shall promptly notify the Contractor of any assignment notice it receives.

15. CONTRACTUAL DISPUTES

In accordance with Section 11-69 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the purchasing agency no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such agency at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The purchasing agency shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under Section 11-71 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 11-70, Code of Virginia or the administrative procedure authorized by Section 11-71, Code of Virginia.

The Department of Information Technology, its officers, agents and employees, including, without limitation, the Contracts Manager, are executing this Agreement and any Orders issued hereunder, solely in its or their statutory and regulatory capacities as agent for the Commonwealth agency purchasing and receiving the goods or services identified in Attachment "A" to this Agreement or on the subsequent Order in question and need not be joined as a party to any dispute that may arise thereunder.

In the event of any breach by the Commonwealth, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any license or support services hereunder.

16. INVOICES

All invoices shall be rendered promptly after all Printer/s and Services covered by the invoice have been accepted. No invoice may include any costs other than those identified in the executed Order or Attachment referencing this Agreement. Without limiting the foregoing, all shipping costs are the Contractor's responsibility, except to the extent such charges are identified on the executed Order or Attachment. Invoices shall provide at a minimum:

1. Type and description of the Printer/s or Service;
2. Serial number, if any;
3. Charge for each item, and;
4. The Agreement Number or Order Number;
5. Contractor's Federal Identification Number (FIN);

Payment for maintenance services of less than one month's duration shall be prorated at 1/30th of the basic monthly charges for each calendar day.

17. PROMPT PAYMENT

Payment shall be due within thirty (30) days after (1) acceptance of all Printer/s or Services, (2) receipt of a correct invoice for such payment, and (3) when applicable, receipt of the payment instruction form referenced in the Section entitled ("Assignments"), whichever is latest. Where payment is made by mail, the date of postmark shall be deemed the date of payment. Any amounts due the Commonwealth under the terms of this Agreement may be applied against Contractor's invoices with appropriate information attached.
In accordance with the Virginia Public Procurement Act, all proper charges for which payment is more than seven (7) days overdue shall accrue interest as provided in Sections 11-62.1 through 11-62.9 of the Code of Virginia. The rate of interest shall be determined in accordance with Section 11-62.5 of the Code of Virginia. In no event shall any interest penalty accrue, however, when payment is delayed because of a disagreement between the Commonwealth and the Contractor regarding the quantity, quality or time of delivery of any Printer/s or Service or the accuracy or correctness of any invoice. The Contractor shall notify the fiscal officer of the purchasing agency or institution of all invoices that are in excess of thirty (30) days old.

18. PAYMENTS TO SUBCONTRACTORS

In accordance with Section 11-62.11 of the Code of Virginia, within seven days after receipt of amounts paid to the Contractor by the Commonwealth for work performed by a subcontractor, the Contractor shall

a. pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor, or

b. notify the agency and subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor shall pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Commonwealth for work performed by the subcontractor, except for amounts withheld as allowed in (b) above. The Contractor shall provide its federal employer identification number (or social security number, if Contractor is an individual) to the Commonwealth as required by Section 11-62.11(2) of the Code of Virginia. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent per month. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. Nothing in this paragraph shall be construed as creating any obligation on the part of the Commonwealth or as authorizing any additional charge to the Commonwealth.

19. THIRD PARTY BILLING

All goods or Services provided under this Contract, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.

20. BREACH

Contractor shall be deemed in breach of this Agreement if the Contractor (a) fails to make any Printer/s or Service ready for acceptance testing by the specified delivery date; (b) repeatedly fails to respond to requests for maintenance or other required service within the time limits set forth in this Agreement; (c) fails to comply with any other term of this Agreement and fails to cure such noncompliance within ten days (or such greater period as is acceptable to the Commonwealth) following Contractor's receipt of a Show Cause Notice identifying such noncompliance; or (d) fails to provide a written response to the Commonwealth's Show Cause Notice within ten days after receiving same.

The Contractor shall not be in breach of this Agreement if its default was due to causes beyond the reasonable control of, and occurred without any fault or negligence on the part of, both the Contractor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Commonwealth in either its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

In the event of breach, in addition to any other remedies provided by law, the Commonwealth may cancel its obligations with respect to any or all unaccepted Printer/s or Services. All costs for deinstallation and return of Printer/s shall be borne by the Contractor. In no event shall any failure by the Commonwealth to exercise any remedy available to it be construed as a waiver of or consent to any breach.

21. TRANSPORTATION AND PACKAGING

By submitting their bids, all bidders certify and warrant that the price offered for FOB Destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

22. BUY OUTS - THIRD PARTY ACQUISITION OF CONTRACTOR

Contractor shall promptly notify the DIT Contracts Manager in the event that the intellectual property in or business associated with any Printer/s or Service covered by this Agreement is acquired from the Contractor by a third party or in the event the Contractor or substantially all of its assets is acquired by a third party.

The terms and conditions of this Agreement including but not limited to the license rights and related services shall not be affected in such event identified above even if the successor or assignee already has an agreement with the Commonwealth covering Printer/s and Services of the type covered by this Agreement. The Contractor's responsibilities under this Agreement shall not be released by such acquisition. In addition, prior to any acquisition, Contractor shall obtain for the Commonwealth's benefit the assignee's agreement to fully perform this Agreement.

The successor or assignee, by taking any benefit, including acceptance of payment, under this Agreement ratifies this Agreement.

The failure of any successor or assignee of the Contractor to acknowledge its obligation to adhere to the terms and conditions of this Agreement shall constitute a breach of this Agreement for which the successor or assignee and the original Contractor shall be liable and subject to debarment.

23. COMPLIANCE WITH FEDERAL LOBBYING ACT

a. Contractor shall not, in connection with this Agreement, engage in any activity prohibited by 31 U.S.C.A. Section 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act"), and shall promptly perform all obligations mandated by the Lobbying Act in connection with this Agreement, including, without limitation, obtaining and delivering to the Commonwealth all necessary certifications and disclosures.

b. Contractor is hereby advised that a significant percentage of the funds used to pay Contractor's invoices under this Agreement may be federal funds. Under no circumstances shall any provision of this Agreement be construed as requiring or requesting the Contractor to influence or attempt to influence any person identified in 31 U.S.C.A. Section 1352 (a) (1) in any matter.

c. A representative of Contractor shall sign the certification attached as Attachment "B" and deliver such certification to the Commonwealth simultaneously with the execution and delivery of this Agreement. Contractor shall have the certification signed by a representative with knowledge of the facts and shall fulfill the promises of undertakings set forth in the certification.

24. VENDOR'S MANUAL

As stated in Section 5.4 of the Vendors Manual, in the event of a conflict between the Vendors Manual and the other provisions of this Agreement, such other provisions shall take precedence. This Solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual*, which was revised in December 1998 and any revisions thereto, which are hereby incorporated into this Agreement in their entirety. A copy of the manual is available for review at the purchasing office and, in addition, can be obtained by calling the Division of Purchases and Supply (804) 786-3842, or by accessing the Department of General Services (DGS), Division of Purchases and Supply (DPS) Internet Home Page (www.dgs.state.va.us/dps).

25. INSURANCE

By signing and submitting a bid under this solicitation, vendor certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. Vendor further certifies that it and any subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. WORKER'S COMPENSATION – Statutory requirements and benefits; require that the Commonwealth of Virginia be added as an additional named insured on Contractor's policy.

2. EMPLOYERS LIABILITY - $100,000

3. GENERAL LIABILITY - $500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Printer/s and Completed Operations Coverage and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.

26. ANTITRUST

By entering into a Contract, the Contractor conveys, sells, assigns and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or Services purchased or acquired by the Commonwealth of Virginia under said Contract.

27. NONVISUAL ACCESS TO TECHNOLOGY

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:

(i) Effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;

(ii) The Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;

(iii) Nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public: and

(iv) The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (I) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, 2.1-807 through 2.1-811 of the Code of Virginia.

28. RISK OF LOSS

Contractor shall have the risk of loss or damage to all Printer/s until properly delivered to the Commonwealth.

29. AVAILABILITY OF PRINTER/S

Contractor represents and warrants that all Printer/s has been formally announced for marketing purposes before execution of this Agreement or, in the case of subsequent Orders, before execution of such Orders.

30. ORDERS

Authorized ordering officials representing the "Authorized Users" of this Contract may order Printer/s and Services from this Contract by one of the following methods:

A. Issuing Agency Purchase Order, Form DGS-41-001

B. Charge Card: An ordering and payment process under Contract with American Express (AMEX). Each order must not exceed $5,000 or the then current charge card limit. Payment will be made to Contractor by AMEX within three business days.

C. A Delivery Order issued by the Acquisition Services Division, DIT.

This ordering authority is limited to issuing orders for the Printer/s and Services available under this Agreement. Under no circumstances shall any Agency, Institution, or other public body of the Commonwealth, have the authority to modify this Agreement.

31. AUTHORIZED REPRESENTATIVES

This Contract may be modified in accordance with Section 11-55 of the Code of Virginia. The only representatives authorized to modify this Agreement on behalf of the Commonwealth and the Contractor are shown below.

CONTRACTOR	COMMONWEALTH OF VIRGINIA
_____	Contracts Manager
_____	Dept. of Information Technology
_____	Richmond Plaza Bldg., East Lobby
_____	110 South 7th Street
_____	Richmond, VA 23219

32. TITLE TO PRINTER/S

Clear and unrestricted title to all Printer/s purchased under this Agreement shall pass to the Commonwealth upon payment of the purchase price.

33. PRINTER/S CONDITION

All Printer/s to be supplied by Contractor shall be new Printer/s.

34. OPERATIONAL RESTRICTIONS

Contractor warrants that, except as specifically agreed in writing all Printer/s may be operated at any time for the convenience of the Commonwealth (exclusive of time required for preventive maintenance, remedial maintenance and approved engineering changes). Without limiting the foregoing, Contractor warrants that there are no restrictions as to consecutive hours or length of personnel shifts. The Commonwealth may make the Products available to any Commonwealth agency or any other users under conditions where the Commonwealth supervises such use.

35. MOST FAVORED CUSTOMER AND PRICE PROTECTION

The Commonwealth shall not pay any costs above those specified in this Agreement or set forth on any Order or Attachment referencing this Agreement. Contractor agrees and warrants that for all products pursuant to this Contract, the prices are, and will continue to be at or below any prices offered to any "Authorized User" as defined herein.

If for any reason, during the term of this Agreement, and any renewals thereof, the Contractor enters into an Agreement with any “Authorized User”, as defined herein, for the same products or services offered under this Agreement which results in a price less than that provided under this Agreement, the Commonwealth shall receive an equivalent reduction in price for such products and services delivered to all Authorized Users under this Agreement from the date that the Contractor provided the lower price to the Authorized User. In the event the Commonwealth becomes aware of a Authorized User, who has received such lower prices, during the Term of this Agreement, DIT will notify the Contractor of such prices for such products and elect to make the more favorable prices applicable to the Commonwealth from the date those prices were available to the Authorized User.

36. TERM

This Agreement shall take effect on the date of award, and shall continue in full force and effect for one (1) year thereafter. At the Commonwealth's sole discretion, this Agreement may be extended for four (4) additional one-year periods after the initial one-year Term. The Commonwealth shall issue a written notice to the Contractor thirty (30) days in advance, for any renewal period after the initial one (1) year Term.

37. TYPE CONTRACT

This is an Indefinite Delivery, Indefinite Quantity requirements Master Contract.

38. INSPECTION/LATENT DEFECTS

All Printer/s is subject to inspection and test. Printer/s that does not meet specifications may be rejected. Failure to reject, however, does not relieve the Contractor of liability for latent or hidden defects subsequently revealed when goods are used after acceptance has occurred. If latent defects are found at any time during the term of this Agreement, the Contractor shall repair or replace the defective goods. This remedy shall be in addition to any other remedies or obligations under this Agreement or provided by law.

39. DELIVERY

Contractor shall deliver ordered Printer/s, ready for testing, by the delivery date specified in any executed Attachment or Order referencing this Agreement. All ordered items are to be shipped FOB Destination. Shipped units shall be pre-assembled, with the exception of any attaching peripheral devices. Internal cards, memory, etc. shall be installed, and accompanied with appropriate drivers. Delivery of Printer/s shall not exceed fifteen (15) days after receipt of an order (ARO). If all or part of any Order will not meet the Delivery requirement, then the Contractor shall notify the ordering entity within five (5) days, at which time the ordering entity, at its sole discretion, may elect to either establish a new Delivery date, or amend the Order, or cancel the Order. If Printer/s Delivery is not completed within fifteen (15) days after the scheduled delivery date, then the authorized ordering entity may cancel the Order without further obligation. The Commonwealth may postpone any Delivery date by notifying the Contractor at least seven (7) days prior to the Delivery date; however, a Delivery date shall not be postponed more than a total of thirty (30) days.

40. COMMENCEMENT OF ACCEPTANCE TESTING

The Commonwealth shall "Acceptance Test" the Printer/s within thirty (30) days of delivery. An "Acceptance Test" shall consist of forty-eight (48) consecutive business hours in conformance with the Contractor's technical specifications and functional descriptions as delineated herein. All "Acceptance Test" failures shall be reported to Contractor for Printer/s return. Any instance not specifically identified to the Contractor within thirty (30) days shall be considered to have successfully passed the Acceptance Test.

41. REQUIRED PERFORMANCE LEVEL

To qualify for acceptance, all Printer/s must concurrently perform in accordance with the technical specifications and functional descriptions, as contained or referenced in this Agreement, calculated over a period of forty-eight (48) consecutive business hours. The Commonwealth shall not pay any charges, either beforehand or retroactively, associated with the Contractor's requirement to achieve this performance level.

Should it be necessary, the Commonwealth may delay the start of the acceptance period, but such a delay shall not exceed thirty (30) consecutive days from the date of receipt of Printer/s.

42. ACCEPTANCE

The Printer/s shall be deemed accepted on the first day after successful completion of the acceptance period. Upon request, the Commonwealth shall provide written confirmation of acceptance. If any Printer/s does not meet the standard of performance during the initial forty-eight (48) consecutive business hours, then, at the Commonwealth's sole discretion, the acceptance period shall continue on a day-to-day basis until all Printer/s concurrently meet the standard of performance for forty-eight (48) consecutive business hours. If the standard of performance has not been met after thirty (30) calendar days have elapsed from the start of the acceptance period, the Commonwealth may require a replacement to be provided or may avail itself of the remedies for breach.

43. RECORDS

The Commonwealth shall maintain appropriate daily records documenting performance during the acceptance period and such records shall be conclusive for purposes of determining acceptance.

44. MANUALS

Contractor shall supply an operations manual for all Printer/s, and in the case of custom-developed deliverables, shall provide a manual describing the functions, characteristics and operating capabilities that may be expected of such deliverables.

45. SUPPLIES

Authorized charges do not include operational supplies (e.g., paper, tape, etc.) unless such supplies are specifically identified in the Schedule. All supplies used by the State shall conform to the Contractor's published specifications provided to State at time of Printer/s installation. The State reserves the right to acquire such supplies from any Contractor of its choice.

46. TERMINATION FOR CONVENIENCE

This Agreement may be terminated in whole or in part upon thirty (30) days written notice by the Commonwealth of Virginia. There are no additional financial obligations to the Commonwealth upon termination for convenience. There are no other costs or obligations for termination for convenience.

47. TERMINATION OF INDIVIDUAL ORDER

Any individual Order placed under this Agreement may be terminated, in whole or in part, by an Authorized User for its convenience, at any time by 30 days advance written notice to the Contractor. There are no other costs or obligations for termination for convenience.

48. WARRANTY/MAINTENANCE

In this Agreement, all provisions regarding Warranty shall also apply to Maintenance. "Depot ('Return-to-Vendor') Warranty/Maintenance" of Printer/s shall mean: (1) all labor and parts necessary to keep the Printer/s in good operating condition and preserve its operating efficiency in accordance with its technical specifications; and (2) any necessary shipment and insurance costs. "On-site Warranty/Maintenance" shall mean: (1) all labor, parts, and travel necessary to keep the Printer/s in good operating condition and preserve its operating efficiency in accordance with its technical specifications; and (2) any necessary shipment and insurance costs.

Warranty/Maintenance of Printer/s shall not include electrical work external to the Printer/s, the furnishing of supplies, or adding or removing accessories, attachments, or other devices not provided under this Agreement. Warranty/Maintenance of Printer/s also shall not include repair of damage resulting from transportation by the Authorized User between Authorized User sites or from accident, unless the accident is caused by negligent or intentional acts or omissions of Contractor or its agents.

If it is necessary to remove any Printer/s from a Authorized User location where On-site Warranty/Maintenance is specified, then the Contractor shall provide substitute Printer/s at the time of removal. Substitute Printer/s shall be comparable to the Printer/s removed. In instances where it is necessary for the Contractor to return the Printer/s to the factory, the Contractor shall be responsible for all costs of the Printer/s from the time it leaves the Authorized User site until it is returned to the Authorized User site in good operating condition. Only new standard parts or parts equal in performance to new parts shall be used in effecting repairs. Parts that have been replaced shall become the property of the Contractor. Installed replacement parts shall become the property of the Authorized User.

Printer/s delivered under this Agreement shall be warranted free from defects in material and workmanship for a period of one (1) year, or the manufacturer's specified Warranty period, if longer. Warranty/Maintenance shall commence following the completion of a successful Acceptance Test.

ALL SOFTWARE AND FIRMWARE SHALL BE CONSIDERED AN INTEGRAL COMPONENT OF THE PRINTER/S AND THE CONTRACTOR SHALL RESPOND TO ALL REQUESTS FOR WARRANTY/MAINTENANCE SERVICE FOR ANY FAILURE.

Contractor shall act as the sole point-of-contact for all units repaired under Warranty/Maintenance. For all Contract purchases, commencing upon Printer/s Acceptance, Contractor shall provide at a minimum, at no cost to the Authorized User, a standard Depot ("Return to Vendor") Warranty/Maintenance Service (labor, parts, and shipping) for a period of not less than twelve (12) months, or the manufacturer's specified Warranty period if longer. Depot Warranty/Maintenance Service is to be provided during the Principal Period of Maintenance (PPM), defined here as 8 a.m. to 5 p.m. Monday through Friday, State holidays excluded. During this PPM, the Contractor shall telephonically respond to all requests for Warranty/Maintenance Service within four (4) hours after notification of Printer/s failure, and repair/replace the Printer/s or provide an interim replacement product, within seventy-two (72) hours of receipt of failed Printer/s. Any interim product(s) will be provided at no additional cost to the Authorized User, until the original product is returned/replaced, in good working condition.

Commencing upon Printer/s Acceptance, and for each renewal period thereafter, the Contractor shall offer the Authorized User an option to purchase at Contract pricing, and at the sole option of the Authorized User, upgraded Warranty/Maintenance Services or continuing Warranty/Maintenance Services as delineated in the categories outlined below:

Service Category	Required	Type	Period	To Commence Upon	PPM	Response Time	Repair/ Replace
Standard Warranty	Yes	Depot (Return – to – Vendor)	1 Yr	Acceptance, or Warranty/ Maintenance Renewal – as applicable.	M-F, 8:00 A.M. - 5:00 P.M. Excl. Holidays	4 Hr.	72 Hr.
W1	Optional, if available for Printer/s	On-site	1 Yr	Acceptance and election, or Warranty/Maintenance Upgrade or Renewal – as applicable	M-F, 8:00 A.M. - 5:00 P.M. Excl. Holidays	4 Hr.	8 Hr.
W2	Optional, if available for Printer/s	On-site	1 Yr	Acceptance and election, or Warranty/Maintenance Upgrade or Renewal – as applicable	24x7x365 Incl. Holidays	2 Hr.	8 Hr.
W3	Optional, if available for Printer/s	On-site	1 Yr	Acceptance and election, or Warranty/Maintenance Upgrade or Renewal – as applicable	24x7x365 Incl. Holidays	2 Hr.	4 Hr.

Prior to the expiration of the Warranty/Maintenance period, whenever Printer/s is shipped for mechanical repair or replacement purposes, the Contractor will bear all costs associated with returning the Printer/s to the Contractor's repair facility. When repair of the Printer/s is completed, the Contractor shall bear all costs associated with returning the Printer/s to the Authorized User's original point of shipment. Cost of shipping includes but is not limited to, costs of packing, transportation, rigging, drayage and insurance for damage or loss.

All parts used under this Agreement must be new parts or refurbished parts certifiable as new. Parts that have been replaced shall become the property of the Contractor.

49. AUTHORIZED USERS' RESPONSIBILITIES DURING WARRANTY/ MAINTENANCE

a. During any term of Warranty/Maintenance, Authorized User staff shall not perform or attempt repairs to the Printer/s except as authorized in writing by the Contractor.
b. Authorized User shall permit access to the Printer/s that is to be maintained, subject to the installation site's security regulations,
c. Authorized User may provide storage space for spare parts and working space, including heat, light, ventilation, electric current and outlets, and telephones (for local calls only) for the use of maintenance personnel.
d. Authorized User shall maintain the site in accordance with the Printer/s environmental specifications furnished by the Contractor.

50. RESERVED

51. CONTRACTOR'S WARRANTY/MAINTENANCE POINT-OF-CONTACT

Contractor shall provide a single designated point-of-contact and toll-free telephone number for contact purposes for the use by purchasing entities for Warranty/ Maintenance Service notification requirements. A unique identification number will be established by the Contractor to log, trace, and report such contacts by ordering entities for Contract Warranty service, with reports to be made available, upon request, to the Contracts Manager, DIT.

52. LICENSED SOFTWARE/FIRMWARE

For any software/firmware supplied as an integral component of the Printer/s provided under this Agreement, the Contractor represents and warrants that it is the sole owner of each software/firmware Product or, if not the owner, has received all proper authorizations from the owner to license each software Product, and has the full right and power to grant the rights contained in this Agreement. Contractor further represents and warrants that neither the software Product nor its use will violate or infringe any patent, copyright, trade secret or other property right of any other person.

53. TERM OF LICENSE

For any software/firmware supplied as an integral component of the Printer/s provided under this Contract, all licenses granted under this Agreement are on a non-exclusive, irrevocable perpetual license basis, which shall commence upon the Acceptance of the Printer/s by the Authorized User. Notwithstanding the foregoing, the Authorized User may terminate the license at anytime. All licenses granted to the Authorized User are for the use of the software on the Authorized User's Printer/s purchased under this Agreement. In no event shall Contractor's remedies for any breach of this Agreement include the right to terminate any license or support services hereunder.

54. CONTRACTOR'S REPORT OF SALES

The Contractor must report the quarterly dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this Contract by calendar quarter; i.e., January through March, April though June, July through September, and October through December. The dollar value of a sale is the price paid by the user for Products and Services on a Contract order as recorded by the Contractor. The reported Contract sales value must include the Industrial Funding Adjustment, as delineated in paragraph entitled "Industrial Funding Adjustment". The Contractor shall provide this report in hard copy to the Controller, DIT, and a copy of the report to the Contracts Manager, DIT, both within 30 days after the end of each quarterly reporting period as defined herein. The report must show each individual item and quantities purchased and the purchaser. The report is required to be hard copy. DIT may at a later time, agree to an electronic version of the report, however, in lieu of any express agreement by both parties as to the electronic format, the Commonwealth will only accept a hardcopy version. The Contractor shall define "sale" prior to the first reporting period and then shall maintain that definition through out the term of this Agreement. Sale may be defined as; 1) when the Commonwealth pays the purchase price, or 2) when the Authorized User accepts the Products or 3) other as defined by the Contractor.

55. INDUSTRIAL FUNDING ADJUSTMENT

The Contractor must pay DIT, an Industrial Funding Adjustment (IFA). The Contractor must remit the IFA within 30 days after the end of each quarterly reporting period as established in the clause entitled "Contractor's Report of Sales". The IFA equals two percent (2%) of the total quarterly sales reported. Contractor shall remit the IFA together with a copy of the Contractor's Report of Sales as delineated in paragraph above. The IFA reimburses the Commonwealth and defrays the costs for IT procurement and the administration of the subsequent awards. The IFA amount due must be paid by check with identification of "Contract number", "report amounts", and "report period", on either the check stub or other remittance material. DIT may at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DIT that validates agreement, then the payment shall be made by check as described herein made payable to the Controller, DIT.

If the full amount of the IFA is not paid within 30 calendar days after the end of the applicable reporting period, it shall constitute a Contract debt to the Commonwealth of Virginia, and the State may exercise all rights and

remedies available under law. Failure to submit sales reports, falsification of sales reports, and or failure to pay the IFA in a timely manner may result in termination or cancellation of this Contract. Willful failure or refusal to furnish the required reports, falsification of sales reports, or failure to make timely payment of the IFA constitutes sufficient cause for terminating this Contract for default.

It is the intent of the Commonwealth to capture 2% of all sales, including temporary reduced pricing, fire sales, one time sales, trade ins, promotional items that have been marked down and all sales to the Authorized User's under this Agreement.

56. DRUG FREE WORKPLACE

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the forgoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

"Drug-free workplace" means a site for the performance of work done in connection with this Contract, wherein the Contractor's employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the Contract.

57. QUALIFICATIONS OF BIDDERS

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect the bidder's physical facilities prior to award satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligation of the Contract and to provide the services and furnish the goods contemplated therein.

58. DEBARMENT STATUS

By submitting their proposals, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on Contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

CONTRACTOR	**COMMONWEALTH OF VIRGINIA**
BY:_____	BY:_____
NAME:_____	NAME: Jeff Davis
TITLE:_____	TITLE: Contracts Manager
DATE:_____	DATE:_____

ATTACHMENT "B"

TO
CONTRACT # _____

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Printed Name: _____

Organization: _____

Date: _____

COMMONWEALTH of VIRGINIA
Department of Information Technology
Acquisition Services Division
110 S. 7th Street
Richmond, VA. 23219-3900

Scott D. Fairholm
Agency Director

Phone: (804) 371-5945
Fax: (804) 371-5969
Email: pdodson@dit.state.va.us

November 15, 2001

Notice to Contractors

Amendment #1 to Invitation for Bid 2002-06

The Acquisition Services Division has issued Amendment #1 to IFB 2002-06. Consider the following Mandatory Contractual Term and Condition # 59 as added to the original solicitation document. Amendment #1 adds **Term and Condition #59**, which appears below, to the originally issued Solicitation document. Bidders are required to return this document with any and all bid offers submitted for IFB 2002-06. It must be signed by the same person signing the bid offer in the space provided below. The due date for IFB 2002-06 remains unchanged.

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59. eVA BUSINESS-TO-GOVERNMENT CONTRACTS: The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

a. Submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from www.eva.state.va.us. AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.

b. Provide an electronic catalog (price list) for items awarded under a term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eva.state.va.us.

Note: Failure to comply with the above requirements will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default.

Paul H. Dodson, Director
Acquisition Services Division

BIDDER ACKNOWLEDGMENT, by:

Ron Enders, bidder Océ-USA, Inc., firm name

RON ENDERS/V.P., BUSINESS ADMIN.

AN EQUAL OPPORTUNITY EMPLOYER