

COPIER CONTRACT – GENERAL TERMS AND CONDITIONS

1. All copiers awarded are for purchase monochrome, rental monochrome, purchase color and rental color.
2. Order: All state agencies are to issue contract release orders for the items required as needed. Political subdivisions of the state and quasi agencies that have been authorized to purchase from contracts made by the Office of State Purchasing, are to issue their regular purchase orders directly to the vendor, making reference to the contract and line number(s).
3. Substitutes: Only brands and numbers stated in the award are approved for delivery under this contract and any substitution must receive prior written approval of the Director of State Purchasing or designee.
4. Price reductions: Whenever there is a reduction in price, which is lower than the contract price, offered to similarly situated customers contracting for the same period and under the same terms and conditions, said reduction must be presented directly to the Director of State Purchasing. No price reduction on a statewide contract may be offered to any agency unless that reduction is offered to all agencies.
5. All equipment prices shall include basic installation, freight, and user orientation for purchase copiers. This includes delivery to the proper site, unpacking, removal of all debris, assembly of all components, demonstration of basic operating procedures and start-up supplies. Prices for the purchase of copiers, purchase of copy control devices or rental of copiers must include all charges for both delivery and installation.
6. Note that rigging charges, as defined herein, are permissible, subject to the approval of the Office of State Purchasing. The Office of State Purchasing shall serve as the final authority in determining acceptable rigging charges.
7. Deliveries: Delivery to any agency of that State government eligible by State Statute and/or authorized to purchase from this contract. Delivery is to be made within thirty (30) days issuance of a purchase release order. Equipment delivered must be complete, fully configured and fully operational prior to the acceptance of delivery.
8. Invoices: Invoices will be submitted by the contractor to the using agency and the invoice shall refer to the delivery ticket number (if applicable), delivery date, purchase/release order number, quantity, and unit price and delivery point. A separate invoice for each order delivered and accepted shall be submitted by the contractor in duplicate directly to the accounting department of the using agency.
9. Payment: Payment will be made in arrears, upon receipt of invoice. Advance payments will not be allowed in this contract. Payment will be made on the basis of unit price as listed in the contract; such price and payment will constitute full compensation of furnishing and delivering the contract commodities. In no case will the state agency refuse to make partial payments to the contractor although all items have been delivered. This payment in no way relieves the contractor of his responsibility to effect shipment of the balance of the order. Payment will be to vendor and address as shown on order.
10. The contractor acknowledges the right to the State of Louisiana to attach copy control devices to the copier, even if not the contractor's brand, provided that such attachment does not damage the copier or make the copier configuration fail to pass UL approvals.

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11. Cancellation: In addition to the Cancellation for cause provisions elsewhere herein, the state agencies and the Office of State Purchasing shall have the right to cancel any equipment rental or maintenance agreement, entered into under this contract in whole or in part (a) at the end of the term of the release order, or (b) at any time during the term of the release order, for the convenience of the using agency, by providing thirty (30) days written notice, (c) in event of the non appropriation of funds. In no event shall the state or any of its using agencies be responsible for any cost or charges associated with or resulting from said cancellation, including, but not limited to, termination charges. No charges arising from the removal of rented equipment will be allowed.

Agencies are not allowed to cancel due to relocation.

The Office of State Purchasing reserves the right to place other cancellation restrictions on the agencies as deemed necessary.

12. **VENDOR'S GUARANTEED PLACEMENT:** Rental copiers must be in place for a minimum of ninety (90) days before agencies can exercise the "cancellation for convenience" clause outlined above under Section 11 (b).
13. Trade-ins will be handled in accordance with the applicable Rules and Regulations.
14. The contractor shall not assign any interest in this contact without the written approval of the Commissioner of Administration. Such assignment shall not affect guarantees made or obligations accepted by the vendor/Assignor.
15. **WARRANTY:** Contractor warrants that the equipment, materials and workmanship delivered are free from defects in design and construction and are the manufacture's /Trademark Holder's standard design in construction and that no changes or substitutions have been made in the items listed in this contract. The warranty period for purchases shall be for a minimum term of ninety (90) days commencing on the date of satisfactory installation of equipment, provided that said equipment has not been damaged prior to installation or delivery. The agency shall provide a suitable installation environment and shall not unreasonably delay installation. **Warranty coverage shall include all parts, full service maintenance and all supplies except paper, at no expense to the Using Agency.**