The Minnesota Department of Administration
Materials Management Division

On behalf of the
STATE OF MINNESOTA
and in Association with

REQUEST FOR PROPOSALS
FROM

MANUFACTURERS OF
PERSONAL COMPUTER EQUIPMENT
AND
RELATED DEVICES

ISSUE DATE: SEPTEMBER 29, 2008

RESPONSE DUE DATE: JANUARY 23, 2009

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ELECTRONIC FILE TO DOWNLOAD, COMPLETE, AND RETURN. Responders must download the Excel and /Word documents from the following links:

http://www.mmd.admin.state.mn.us/process/admin/documents/[advert. reference number]WSCA-NASPO 2009-2014 RFP for Equipment Manufacturers of PCs and Related Devices.doc

http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/[advert. reference number] Appendix B Pricing Configurations Forms-Base Line-Single Unit Pricing.xls

http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/[advert. reference number] Appendix C Pricing Configuration Forms-Premium Savings Configurations.xls

This document contains solicitation items and quantities for entering price information. In order for you to download the document, you must type or copy and paste the link's file path and name into your browser address line. When the document file opens, use the "Save As..." feature to save the document to your computer hard drive or a disk.

The "Save As" feature does not work from the printed link - you need to put the complete file name and path in your browser's address line and open the document to be able to save the document to a disk. If you need assistance please contact our helpline at 651.296.2600.

I. INTRODUCTION

A. INTENT AND PURPOSE OF THIS REQUEST FOR PROPOSALS (RFP)

The Materials Management Division (MMD) of the Minnesota Department of Administration (Admin) is requesting proposals on behalf of the State of Minnesota, the Western States Contracting Alliance (WSCA), and the National Association of State Procurement Officials (NASPO) from equipment manufacturers of:

personal computers (desktop workstations, laptops and mobile);
small, mid-range servers;
storage solutions hardware for small LANS;
individual or small shared printers;
multifunctional (print, copy, scan, fax) printers;
Instructional Bundles; and
limited peripherals to support desktop computing, including digital projectors.

Contractors must provide warranty and maintenance services on ALL equipment that is offered and purchased through the resulting contracts. Responder may also propose extended warranty and maintenance services as Value-Added services (See Section IV, Paragraph B2d.) for equipment purchased from previous WSCA contracts, as well as for equipment purchased from previous contracts Purchasing Entities may have had in place. Delivery, support, warranty, and maintenance may be provided by the contract awardees using subcontractors. The contract awardee is still responsible for the timeliness and quality of all services provided by individual sub-contractors. Subcontractor participation will be governed by individual Participating State procurement officials, who have the sole discretion to determine if they will accept services from a sub-contractor. Contractors may offer, but participating states and entities do not have to accept, limited professional services related **ONLY** to the equipment and configuration of the equipment purchased through the resulting contracts.

This RFP is divided into several bands (groups of units and configurations considered related to each other). The definition of bands is not subject to negotiations with potential Responders. Responders may respond to any or all bands. The State of Minnesota and WSCA intend this procurement to result in LIMITED multiple source awards for each band.

“Educational” offerings, including hardware configurations and special purpose educational software included as part of the original purchase, are included in this RFP. The specific rules and restrictions of these “educational” offerings must be detailed in the response. These offerings are in addition to the Instructional Bundles, detailed elsewhere in this RFP. These offerings will be reviewed and approved by the WSCA/NASPO Contract Administrator before being included as a part of the Master Price Agreement.

This request for proposals **IS NOT** for a one-stop, meet-any-and-all requirements contract. Rather, whole products, i.e. computers (laptop, desktop, mobile, etc.), servers, printers, including software **pre-loaded** on the equipment are to be purchased. The purchase of software is allowed only at the time of the purchase of the hardware. Software offerings are restricted to operating systems and packaged (off-the shelf) software that does not require signing any type of license agreement. Maintenance parts, replacement hard drives, or cards, for example are acceptable products, unless restricted in a Participating Addendum. At the option of the WSCA Directors and the Participating State procurement official, factory warranted upgrades for equipment previously purchased from the contracts resulting from this RFP (or the previous WSCA PC contracts, as well as for equipment purchased from previous contracts Purchasing Entities may have had in place, may be included as part of the resulting contracts. Additionally, any resulting contract **IS NOT** a reseller contract; rather, it is the intent of this request for proposals to contract with equipment manufacturers. Each state represented by WSCA or NASPO that chooses to participate in this contract independently has the option of contracting for a one-stop shop contract, contracts with resellers or any other kind of PC or computer goods or services.

Potential Responders should be aware of several limitations and boundaries intended by the WSCA Directors in supporting the issuing of this RFP.

- The resulting contracts are **NOT** for the offer and purchase of major, large hardware or hardware and software offerings. In general, individual units/configurations for servers and storage (SANs, etc.) should not exceed $300,000 each. Desktop per unit/configuration costs should not exceed $100,000. Printers of all types and monitors per unit/configuration costs should not exceed $50,000 each. It is the expressed intent of some of the Participating States to set this level at not to exceed $25,000 each. This **IS NOT** a restriction on how many units/configurations can be purchased, but on the value of each individual unit/configuration. Individual Participating States and Participating Entities may set specific limits in a participating addendum above these limits, with the <u>prior</u> approval of the WSCA Directors; or may set specific limits in a participating addendum below these limits.

- Contract awardees should assume that the pricing accepted reflects individual or small quantity purchases taking in to consideration the total value of this cooperative agreement. The purpose of such a cooperative agreement is that no one entity should be afforded better pricing because of its larger volume of purchases over an entity with a smaller volume of purchases.

- In addition, if a Participating State, or a group of Participating States or entities within a state(s), chooses to focus purchases on a “standard (Premium Savings) configuration,” this configuration will be defined and then competed within the pool of contract awardees for specific pricing. Any entity, at any time, that commits to purchasing the standard or Premium Savings configuration shall receive the same price from the contract awardee. These

strategic competitions that exceed $500,000 in total value must be reported to the MMD Contract Manager by each of the Contractors participating in the competition.

- MMD and the WSCA Directors acknowledge that individual units and configurations offered in 2009 will evolve during the potential life of the resulting contracts. It is our intent to adhere to the following processes in dealing with this change, evolution.

  Substitution of units/configurations: MMD and the WSCA Directors acknowledge that individual units and configurations may stop being produced during the life of the resulting contracts. Substitution of different units and configurations will be permitted with the prior written approval of the WSCA/NASPO Contract Administrator.

  Addition of units/configurations: MMD and the WSCA Directors acknowledge that with the evolution of technology, new, emerging units and configurations will develop. Addition of these new, emerging units may be permitted, with the prior approval of the WSCA/NASPO Contract Administrator and the WSCA Directors. The addition of new, emerging units and configurations is at the sole discretion of the WSCA/NASPO Contract Administrator, subject only to review and approval of the WSCA Directors.

B. GENERAL GUIDANCE AND EXPECTATIONS FOR THIS REQUEST FOR PROPOSALS (RFP)

To qualify for this solicitation, Responders must, at a minimum, manufacture the products in any one or more of the **BAND(S)** as specified in Section IV, Paragraph B2b; and agree to take legal responsibility for the warranty and maintenance of all proposed equipment, including peripherals. Taking legal responsibility means the Contractor must provide warranty and maintenance call numbers, accept, process and respond to those calls, and be legally liable for and pay for those warranty and maintenance (under warranty) activities. Proof of this relationship could be provided by a binding agreement between the Responder and some other entity, outlining this relationship and assigning required responsibilities. This Proof should be submitted with the Responders proposal. This relationship is NOT, call "them", it is call "US" (the Responder) and we will fix it.

In addition, each Responder must propose a Takeback/Recycling Program as specified in Section IV, Paragraph B14d.

PLEASE NOTE: The Master Price Agreement shall **NOT** be available to be used by Purchasing Entities until the Contractor's approved Takeback Program is ready for operation and is validated by the Contract Administrator, with the assistance of staff from other WSCA states, as requested by the Contract Administrator.

The primary objective is to establish permissive Master Price Agreement(s) with Contractors who are able to provide specific personal computer and related product(s) so that Purchasing Entities may order product(s) appropriate for their needs. This solicitation is focused on the desktop and office/work group as opposed to the enterprise.

The second objective is to obtain greater volume-based price discounts resulting from the administrative savings that the Contractor(s) will accrue from the maintenance of a single, comprehensive Master Price Agreement for multiple governmental jurisdictions.

All NASPO members in good standing may use the resulting Master Price Agreements. In addition, the WSCA Directors may authorize state and local governmental entities throughout the nation the use of the Master Price Agreements, subject to approval of the individual State Procurement Director and local statutory provisions.

This procurement will result in a **LIMITED** multiple source award(s).

C. SUMMARY SCOPE OF WORK

The awarded Contractor(s), or its approved subcontractors, shall accept purchase orders from and deliver products and services to authorized Purchasing Entities. Subcontractor participation is governed by the individual Participating State procurement official. Contractors are required to provide warranty and maintenance services on equipment that is purchased whether directly or through a subcontractor. Contractors shall offer a Takeback Program that includes Peripherals and LAN hardware.

D. SCOPE OF PROCUREMENT

The Master Price Agreements shall become effective on September 1, 2009, for a term of three (3) calendar years, through August 31, 2012. The MMD reserves the option of extending the agreements on an annual basis for two (2) additional one-year terms or portions thereof, or for one two-year term.

The current Master Price Agreements end August 31, 2009. It is anticipated that during the transition from the current Master Price Agreements to the Master Price Agreements that will be awarded as a result of this RFP, new Contractor(s) (that do NOT have a current Master Price Agreement) will have an opportunity to make websites available to communicate with Participating Entities about upcoming opportunities. NO ORDERS may be issued or accepted for delivery under the new Master Price Agreements until the new contracts become effective on September 1, 2009, and the websites have been reviewed and approved by the WSCA/NASPO Contract Administrator.

The scope of procurement includes a wide range of manufacturer supplied personal computing equipment, including LAN hardware and software, peripherals, and services. Contractors shall not provide any form of application development services or general

consulting professional services under the terms and conditions of the Master Price Agreement. Educational offerings including hardware configurations and special purpose educational software are included. Software offerings, other than educational software, are restricted to operating systems and packaged (off-the shelf) software that does not require signing any type of license agreement. All other forms of application specific software programs or suites of programs are **excluded**.

Individual Participating States and Participating Entities may enter in to lease agreements for the products covered in the contracts resulting from the RFP, if they have the legal authority to enter into these types of agreements without going through a competitive process. Responders who wish to participate in lease agreements with these individual states/entities must submit copies of all of their lease agreements with their response to this RFP. The lease agreements will not be reviewed or evaluated as part of the RFP evaluation process defined later in this RFP. The agreements will simply be made available to any state or entity who wishes to negotiate a lease agreement with a Contractor.

E. WSCA/NASPO CONTRACT ADMINISTRATOR AND PROCUREMENT MANAGER

The Materials Management Division, of the Minnesota Department of Administration, has designated a WSCA/NASPO Contract Administrator and a Procurement Manager who are responsible for the conduct of this procurement and management of the contracts.

WSCA/NASPO Contract Administrator (responsible for managing the contracts, relationships with Purchasing Entities and all actions related to the current Master Price Agreements and those that will result from this RFP)

Name:	Bernadette (Bernie) Kopischke
Title:	WSCA/NASPO Contract Administrator/Acquisitions Supervisor
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Procurement Manager (Minnesota's representative to WSCA Board of Directors and responsible for managing relationships with WSCA, NASPO, and Participating States/Participating Entities)

Name: Brenda Willard
Title: Assistant Director/Acquisitions Manager

Agency Name: Minnesota Department of Administration
Materials Management Division

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F. DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

"Blue Angel" is a Type I environmental leadership standard setting and third-party certification program as defined by ISO 14024. It promotes the concerns of environmental protection and consumer protection. It is awarded to products and services that are beneficial for the environment and which also fulfill high standards of occupational health and safety and fitness for use.

"Climate Savers Computing Initiative" is a nonprofit group of eco-conscious consumers, businesses and conservation organizations started by Google and Intel in 2007. The Initiative was started in the spirit of WWF's Climate Savers program which has mobilized over a dozen companies since 1999 to cut carbon dioxide emissions, demonstrating that reducing emissions is good business. Their goal is to promote development, deployment, and adoption of smart technologies that can both improve the efficiency of a computer's power delivery and reduce the energy consumed when the computer is in an inactive state.

"Configuration" in most instances in this document means a total system configuration. This may include more than one model or part number (or SKU), or a combination of hardware, software, and configuring of the system to make the system work.

"Consumables" those items that are required for the operation of the Equipment offered or supplied which are consumed over time with the purchaser's use of the equipment are included -- printer cartridges, batteries, projector bulbs, etc. *Consumables such as magnetic media, paper and generally available office supplies are excluded.*

"Contract" means a binding agreement for the procurement of items of tangible personal property or services. Contract and Master Price Agreement are used interchangeably in this document.

"Contractor" means the successful Responder who enters into a binding Master Price Agreement. The Contractor is responsible for all sales, support, warranty, and maintenance services for the products included in this Agreement. The Contractor must manufacture or take direct, non-assignable, legal responsibility for the manufacture of the equipment and warranty thereof. For the purposes of this RFP and subsequent Contract, the term Contractor and Contract Vendor are synonymous.

"Cumulative Volume Discount" means a contractual, cumulative, permanent volume discount based on dollars resulting from the cumulative purchases by all governmental purchasers for the duration of the Master Price Agreement.

"Determination" means the written documentation of a decision by the WSCA/NASPO Contract Administrator or the Procurement Manager including findings of fact to support a decision. A determination becomes part of the procurement file to which it pertains.

"Desirable" The terms "may" and "should" identify a desirable or discretionary item or factor.

"E-Rate" is a program sponsored by the Federal Communications Commission whereby educational and other qualifying institutions may purchase authorized technology at reduced prices.

"EcoLogo" is a North American Type I environmental leadership standard setting and third-party certification program as defined by ISO 14024. It has standards for a number of office electronic products and certifies products meeting those standards. EcoLogo will also certify products meeting other legitimate environmental leadership standards including the IEEE 1680 EPEAT standard.

"Energy Star®" is a voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes identification of energy efficient computers easy by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. Energy Star qualified computers and monitors automatically power down to 15 watts or less when not in use and may actually last longer than conventional products because they spend a large portion of time in a low-power sleep mode. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at http://www.energystar.gov.

"EPEAT" is a system for identifying more environmentally preferable computer desktops, laptops, and monitors. It includes an ANSI standard - the IEEE 1680 EPEAT standard - and a website - www.epeat.net - to identify products manufacturers have declared as meeting the standard. EPEAT provides a clear and consistent set of performance criteria for the design

of products. It is not a third-party certification program. Instead, Manufacturers self-certify that their products are in conformance with the environmental performance standard for electronic products.

"Equipment" means workstations, desktop, laptop (includes Tablet PC's), handheld (PDA) devices, printers, monitors, projectors, servers, computing hardware, including upgrade components such as memory, storage drives, and spare parts. AUDIO VISUAL PRODUCTS (digital cameras, televisions, whiteboards, etc.) are NOT included in this RFP or subsequent contracts. The exception to this definition is whiteboards, which can be sold as part of the Instructional Bundles, but not as a stand-alone item. **The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program**.

"Evaluation Committee" means a body approved by the WSCA Directors and designated by the MMD to perform the evaluation of Responders' proposals.

"Evaluation Committee Report" means a report prepared by the Evaluation Committee and submitted to the Procurement Manager for presentation to the WSCA Directors for Master Price Agreement awards that contain all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

"Finalist" is defined as an Responder who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high enough to qualify that Responder for a positive recommendation by the Evaluation Committee.

"Green Guard Environmental Institute (GEI)" is an ANSI Accredited Standards Developer and third-party certification program which establishes acceptable indoor air standards for indoor products, environments, and buildings. It has established some standards for office equipment.

"Intent to Participate" means the form executed by a State Procurement Official that describes the cooperative procurement and signifies the State's willingness to enter into the cooperative procurement. For this solicitation, Participating States shall complete a Participating Addendum with the Contractor.

"ISO 14001" is the conformance standard within the family of ISO 14000 documents developed by the International Organization for Standardization (ISO) in Geneva, Switzerland. Similar in structure to the ISO 9000 quality management system standard, ISO 14001 outlines key requirements companies should comply with in order to operate in an environmentally responsible manner. Utilizing ISO 14001, companies can merge environmental programs into one coherent system to efficiently manage all environmental activities. In short, ISO 14001 provides organizations with a way to demonstrate to their customers that their environmental processes and impact are effectively managed, continually improving, and part of the corporate management system. For more information, please refer to www.iso.org.

"Lead State" means the State conducting this cooperative solicitation and centrally administering any resulting Master Price Agreement(s). For this solicitation, the Lead State is Minnesota.

"Local-Area-Network" (**"LAN"**) refers to a high-speed, low-error data network covering a relatively small geographic area. LANs connect workstations, peripherals, terminals, and other devices in a single building or other geographically limited area. Wireless transmission components and security devices are included. Cable and components required for the installation and operation of a LAN are included if installation services are purchased. A third party may manufacture LAN hardware and software. *Public data, voice or video transport services are excluded as well as hardware and software required in supporting a WAN.*

"Mandatory" The terms "must" and "shall" identify a mandatory item or factor. **Failure to meet a mandatory item or factor may result in the rejection of the Responder's proposal**.

"Manufacturer" means a company that, as its primary business function, designs, assembles, owns the trademark/patent and markets computer equipment including workstations, desktop computers, laptop (includes Tablet PC's) computers, handheld (PDA) devices, servers, printers, and storage solutions/auxiliary storage devices. The manufacturer must provide direct un-infringed unlimited USA OEM warranties on the products. The manufacturer's name(s) shall appear on the computer equipment. **The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program**.

"Master Price Agreement" means the contract that MMD will approve that contains the foundation terms and conditions for the acquisition of the Contractor's products and/or services by Purchasing Entities. The "Master Price Agreement" is a permissive price agreement. In order for a Purchasing Entity to participate in a Master Price Agreement, the appropriate state procurement official or other designated procurement official must be a Participating State or Participating Entity.

"Materials Management Division" or **"MMD"** means the procurement official for the State of Minnesota or a designated representative.

"NASPO" means the National Association of State Procurement Officials

"Nordic Swan" is a Type I environmental leadership standard setting and third-party certification program as defined by ISO 14024. It has standards for a number of office electronic products and certifies products meeting those standards. The Nordic Swan symbol from the Nordic Council of Ministers demonstrates that a product is a good environmental choice.

"Participating Addendum" or **"Participating Addenda"** means a bilateral agreement executed by the Contractor and a Participating State or political subdivision of a State that clarifies the operation of the Price Agreement for the State or political subdivision concerned; e.g., ordering procedures specific to a State or political subdivision, and other specific language or other requirements. Terms and conditions contained in a Participating Addendum shall take precedence over the corresponding terms in the Master Price Agreement. Additional terms and conditions may be added via the Participating Addendum. However, a Participating Addendum may not alter the scope of this Agreement or any other Participating Addendum. ***Unless otherwise specified, the Participating Addendum shall renew consecutively with the Master Price Agreement.*** One digitally formatted, executed copy of the Participating Addendum must be submitted to the WSCA/NASPO Contract Administrator PRIOR to any orders being processed.

"Participating State" or **"Participating Entity"** means a member of NASPO (Participating State) or a political subdivision of a NASPO member (Participating Entity) who has indicated its intent to participate by signing an Intent to Participate, where required, or another state or political subdivision of another state authorized by the WSCA Directors to be a party to the resulting Master Price Agreement.

"PDA" means a Personal Digital Assistant and refers to a wide variety of handheld and palm-size PCs, and electronic organizers. PDA's usually can store phone numbers, appointments, and to-do lists. PDA's can have a small keyboard, and/or have only a special pen that is used for input and output. The PDA can also have an internal wireless card. Files can be created on a PDA which is later entered into a larger computer. **NOTE: For this procurement, all Tablet PCs are NOT considered PDA's. <u>The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program</u>**.

"Peripherals" means any hardware product that can be attached to, added within, or networked with personal computers or servers, including but not limited to storage, printers (including multifunction network printers), scanners, monitors, keyboards, projectors, uninterruptible power supplies (UPS) and accessories. Software, as defined in the RFP, is not considered a peripheral. Adaptive/Assistive technology devices are included as well as configurations for education. Peripherals may be manufactured by a third party, however, Contractor shall not offer any peripherals manufactured by another contractor holding a Master Price Agreement without the prior approval of the WSCA/NASPO Contract Administrator. AUDIO VISUAL PRODUCTS (digital cameras, televisions, whiteboards, etc.) are NOT included in this RFP or subsequent contracts. The exception to this definition is whiteboards, which can be sold as part of the Instructional Bundles, but not as a stand-alone item. **<u>The Contractor(s) shall provide the warranty service and maintenance for all peripherals on the Master Price Agreement as well as a Takeback Program</u>**.

"Permissive Price Agreement" means that placement of orders through the Price Agreement is discretionary with Purchasing Entities. They may satisfy their requirements through the Price Agreement without using statutory or regulatory procedures (e.g.,

invitations for bids) to solicit competitive bids or proposals. Purchasing Entities may, however, satisfy requirements without using the Price Agreement as long as applicable procurement statutes and rules are followed.

"Per Transaction Multiple Unit Discount" means a contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Purchasing Entity or multiple entities conducting a cooperative purchase.

"Price Agreement/Master Price Agreement" means an indefinite quantity contract that requires the Contractor to furnish products or services to a Purchasing Entity that issues a valid Purchase Order.

"Procurement Manager" means the person or designee authorized by MMD to manage the relationships with WSCA, NASPO, and Participating States/Participating Entities.

"Product(s)" means personal computer equipment, peripherals, LAN hardware, pre-loaded Software, and Network Storage devices, but not unrelated services. **The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program**.

"Products and Services Schedule" or **"PSS"** refers to a complete list, grouped by major product and/or service categories, of the Products and services provided by the contractor that consists of an item number, item description and the Purchasing Entity's price for each Product or Service. All such Products and services shall be approved by the WSCA/NASPO Contract Administrator prior to being listed on a Contractor-supplied web site accessed via a URL. **The Contractor(s) shall provide the warranty service and maintenance for all equipment listed on the PSS on a Master Price Agreement as well as a Takeback Program**.

"Proposal" or **"Bid"** or **"Offer"** generally refers to the documents submitted in response to a solicitation, whether denominated as an invitation to bid, invitation for bid, request for proposal, or otherwise. "Responder", "Proposer", or "Bidder" similarly refer~~s~~ to the person, company, or other entity submitting the proposal or bid that constitutes an offer capable of acceptance, regardless of the solicitation method used. This Request for Proposal will use the terms **"Proposer"** and **"Responder"**.

"Purchase Order" means an electronic or paper document issued by the Purchasing Entity that directs the Contractor to deliver Products or Services pursuant to a Price Agreement.

"Purchasing Entity" means a Participating State or another legal entity, such as a political subdivision, properly authorized by a Participating State to enter into a contract for the purchase of goods described in this solicitation. Unless otherwise limited by statute, in this solicitation or in a Participating Addendum, political subdivisions of Participating States are Purchasing Entities and authorized to purchase the goods and/or services described in this solicitation.

"Qualified Responder" means a Responder who submits a responsive proposal and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal. Website demonstrations will be limited to "Qualified Responders".

"Refurbished Products" are products that may have been powered on or used by another customer that have been fully retested, defective parts replaced, and repackaged to meet original factory specifications.

"Request for Proposals" or **"RFP"** means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Responder" is a computer hardware Manufacturer who chooses to submit a proposal.

"Responsive Proposal" means a proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

"RoHS" stands for a UK RoHS Directive for the restriction of the use of certain hazardous substances in electrical and electronic equipment.

"Services" are broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Price Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied. *General consulting and all forms of application development and programming services are excluded.*

"Servicing Subcontractor/Subcontractor/Reseller Agent" means a Contractor authorized and state-approved subcontractor who may provide local marketing support or other authorized services on behalf of the Contractor in accordance with the terms and conditions of the Contractor's Master Price Agreement. A wholly owned subsidiary or other company providing warranty or other technical support services qualifies as a Servicing Subcontractor. Local business partners may qualify as Servicing Subcontractors. Servicing Subcontractors may not directly accept Purchase Orders or payments for Products or Services from Purchasing Entities, unless otherwise provided for in a Participating Addendum. Servicing Subcontractors shall be named individually or by class in the Participating Addendum. **The Contractor(s) actually holding the Master Price Agreement shall be responsible for Servicing Subcontractor's providing products and services, as well as warranty**

service and maintenance for equipment the subcontractor has provided on a Master Price Agreement as well as the Takeback Program.

"Software" means machine-readable object code instructions that are preloaded on equipment or LAN hardware. The term "Software" applies to all parts of software and documentation, including new releases, updates, and modifications of software. For Software, the term "purchase" means "license". Contractor shall deliver applicable licenses with the Software. Software offerings are restricted to operating systems and packaged (off-the shelf) software that does not require signing any type of license agreement. **The Contractor(s) shall provide the warranty service and maintenance for software installed on the equipment.**

"Standard Configurations" or **"Premium Savings Configurations"** means deeply discounted standard configurations that are available to Purchasing Entities using the Master Price Agreement only. Any entity, at any time, that commits to purchasing the standard configuration adopted by other Purchasing Entities shall receive the same price from the contract awardees. This specification includes a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals.

"State Procurement Official" means the director of the central purchasing authority of a state.

"Storage Solution/Auxiliary Storage" means the technology and equipment used for storage of large amounts of data or information. This includes technologies such as: Network Attached Storage (NAS) and Storage Area Networks (SAN). **The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program**.

"Takeback Program" means the Contractor's process for accepting the return of the equipment or other products at the end of life - as determined by the State utilizing the Master Price Agreement.

"TCO" is a certification developed by the Swedish Confederation of Professional Employees, TCO, which provides manufacturers with a means of demonstrating superior product quality and attention to ergonomics.

"Third-Party Certification" means an independent auditor has reviewed any claim, such as an environmental or product performance claim, to independently verify and ensure the accuracy of the claim. Products that have been independently third-party certified can provide proof of the accuracy of their claims. Because of the increasing complexity of environmental claims, third-party certification is generally preferred over claims that have been certified by the manufacturer.

"Universal Resource Locator" or **"URL"** means a standardized addressing scheme for accessing hypertext documents and other services using the WWW or another browser.

"WEEE" – Waste Electrical and Electronic Equipment is a European Union Directive restricting the use of certain hazardous substances in electrical and electronic equipment. The Directive requires the substitution of various heavy metals (lead, mercury, cadmium, and hexavalent chromium) and brominated flame retardants [polybrominated biphenyls (PBB) or polybrominated diphenyl ethers (PBDE)] in new electrical and electronic equipment put on the market from July 1, 2006.

"Wide Area Network" or **"WAN"** means a data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers. *Public data, voice or video transport services are excluded as well as hardware and software required in supporting a WAN.*

"WSCA" means the Western States Contracting Alliance, a cooperative group contracting consortium for state procurement officials, representing departments, institutions, agencies, and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming.

"WSCA/NASPO Contract Administrator" means the person or designee authorized by MMD to manage all actions related to the Master Price Agreements ~~on~~ behalf of the State of Minnesota, the participating NASPO and WSCA members, and other authorized purchasers.

G. BACKGROUND INFORMATION

The National Association of State Procurement Officials (NASPO) was formally established on January 29, 1947, in Chicago, Illinois.

NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO is an organization through which the member purchasing officials provide leadership in professional public purchasing, improve the quality of purchasing and procurement, exchange information, and cooperate to attain greater efficiency and economy.

WSCA was formed in October, 1993. The purposes of WSCA are to establish the means by which participating states may join together in cooperative multi-state contracting, to ensure the commitment of each participating state, and to provide regular and ongoing assistance to participating states in researching, developing, and administering procurement and contractual specifications and requirements. WSCA maintains a cooperative relationship with the National Association of State Purchasing Officials (NASPO). The mission of WSCA is to implement multi-state contracts to achieve cost-effective and efficient acquisition of quality

products and services.

WSCA membership consists of the principal procurement official that heads the state central procurement organization, or designee for that state, from the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming.

The following named states have signed Intent to Participate Forms or have requested to be named in this RFP as a potential user of the resulting Master Price Agreements: Alaska, Arizona, Arkansas, Colorado, Delaware, Hawaii, Idaho, Iowa, Kansas, Louisiana, Maine, Massachusetts, Minnesota, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, North Dakota, Ohio, Oklahoma, Oregon, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wyoming.

The following named states have committed resources and will participate in the evaluation of Responder proposals: Alaska, Arizona, Arkansas, Delaware, Iowa, Louisiana, Montana, Nebraska, Nevada, New Jersey, North Dakota, Oregon, South Carolina, and Tennessee.

The initial multi-state computer solicitation for manufacturer-supplied computer equipment sponsored by WSCA was issued on May 26, 1999. The solicitation resulted in Master Price Agreements awarded on September 3, 1999 to five Contractors – Compaq (HP-Compaq), Gateway, Dell, IBM, and CompUSA. The master price agreement with CompUSA was not renewed leaving four incumbent Contractors. These Master Price Agreements expired on September 2, 2004. A new solicitation was issued in February, 2004. The solicitation resulted in Master Price Agreements being awarded in May, 2004 to 11 Contractors. Subsequent reissues of the solicitation to add/expand product offerings resulted in additional Contractors. Total sales for all Contractors for the 1999-2004 and 2004-2009 Master Price Agreements from inception to date are shown in Appendix E, Master Price Agreement Sales Totals by Calendar Year.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the tentative schedule for the procurement and describes the major procurement events as well as the conditions governing the procurement.

A. SEQUENCE OF EVENTS

The WSCA/NASPO Contract Administrator will make every effort to adhere to the following schedule:

	Action	Responsibility	Date
1	Issue of RFP	MMD - WSCA/NASPO Contract Administrator	29 September 2008
2	**Deadline for Submission of Written Questions**	**Potential Responders**	**4:00 p.m., CST, 23 October 2008**
3	Responses to Written Questions/RFP Addenda (if required)	MMD - WSCA/NASPO Contract Administrator	**3:00 p.m., CST, 6 November 2008**
4	**RFP Protest Deadline**	**Potential Responders**	**3:00 p.m., CST, 3 January 2009**
5	**Submission of Proposals to Materials Management Division**	**Potential Responders**	**3:00 p.m., CST, 23 January 2009**
6	**Submission of Proposals to Evaluation Committee**	**Potential Responders**	**26 January 2009**
7	Proposal Evaluation	Evaluation Committee - In Minneapolis, MN	23 February 2009 thru 26 February 2009
8	**Website Demonstrations**	**Qualified Responders - In Minneapolis, MN**	**30 March 2009 thru 2 April 2009**
9	Selection of Finalists	Evaluation Committee	3 April 2009
10	Presentation of Award Recommendations to WSCA Directors	MMD - Procurement Manager	6 April 2009
11	Final Contract Award Notifications	MMD - WSCA/NASPO Contract Administrator	10 April 2009
12	**Award Protest Deadline**	**Responders**	**20 April 2009**
12	**Contract Negotiations with Finalists**	**MMD and Finalists**	**13 April 2009 thru 29 May 2009**
13	**Sign Contracts**	**MMD and Finalists**	**1 June 2009**
14	**Approval of Websites**	**MMD and Contractors**	**2 June 2009 thru 30 June 2009**
15	**New Contract Transition Period**	**Contractors**	**2 June 2009 thru 31 August 2009**
16	**New Contracts Effective**	**MMD and Contractors**	**1 September 2009**

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph A.

1. Issue of RFP

The Materials Management Division of the Minnesota Department of Administration is issuing this RFP.

2. RFP On-line Registration

The MMD will advertise a pre-announcement of this RFP, as well as the actual RFP, on its website. The pre-announcement instructed interested parties on how to register to be placed on an e-mail distribution list for the actual RFP. The advertisement instructs interested parties on how to obtain a copy of the RFP. By registering and downloading a copy of the RFP the potential Responder will automatically be added to an e-mail distribution list.

3. Deadline to Submit Written Questions

Potential Responders may submit written questions as to the intent or clarity of this RFP until 4:00 P.M. (CST) on the date indicated in Section II, Paragraph A. All written questions must be submitted to the WSCA/NASPO Contract Administrator (See Section I, Paragraph E) by e-mail, with the questions contained in an attached Microsoft Word document, refer to **Appendix F**. The WSCA/NASPO Contract Administrator will not respond to questions submitted in any other manner, format, or received after the submittal date.

4. Response to Written Questions/RFP Addenda

Written responses to written questions and any RFP addenda will be posted on the MMD website at the following URL:

http://www.mmd.admin.state.mn.us/process/admin/postings.asp

5. Submission of Proposals

Responders shall submit an original copy of their proposals, **signed in ink**, by an officer or other authorized representative of the company, who shall state his/her title.

Proof of authority of the person signing the Response shall be furnished upon request. If the Responder is a corporation, a secretarial certificate of any excerpt of the corporate minutes showing that the signing officer has authority to contractually obligate the corporation shall be furnished. Where the corporation has designated an attorney-in-fact, the ordinary power of attorney should be furnished. If the Responder is a partnership, a letter of authorization shall be furnished, signed by one of the general partners. If the Responder is a proprietor, and the person signing the Response is other than the owner, a letter of authorization signed by the owner shall be furnished.

Signatures can be in either blue or black ink, but our experience suggests that blue ink is a better choice.

Responders should also submit as part of the proposal provided to MMD, a flash drive or CD containing the complete proposal as a Word document(s), as well as the Excel Pricing Configuration Forms. All other supporting documentation must be included in the flash drive or CD. This copy will be used to more efficiently create and share documents in the future. By submitting the flash drive or CD, the Responder is certifying that the document is an exact, complete, full copy of the proposal actually physically submitted in response to this Request for Proposals.

THE ORIGINAL, THREE (3) DOUBLE-SIDED PAPER COPIES AND THE ELECTRONIC COPY OF RESPONDER'S PROPOSALS MUST BE RECEIVED BY THE MATERIALS MANAGEMENT DIVISION NO LATER THAN

3:00 P.M. CENTRAL STANDARD TIME ON 23 JANUARY 2009

PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE CONSIDERED.

The date and time will be recorded on each proposal and an official log of the names of the Responders will be kept and made available upon request.

Proposals must be delivered to the Materials Management Division at the following address:

Materials Management Division
WSCA PC CONTRACT REQUEST FOR PROPOSAL
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155

Proposals must be sealed and labeled as follows:

An Original, three double-sided paper copies, and an electronic copy of Responder's proposal in a sealed envelope or container clearly marked on the outside: WSCA PC CONTRACT REQUEST FOR PROPOSAL.

An Original, three double-sided paper copies, and an electronic copy of Responder's pricing configuration forms sealed in a SEPARATE envelope or container WITHIN the proposal sealed envelope or container clearly marked on the outside: WSCA PC CONTRACT REQUEST FOR PROPOSAL PRICING CONFIGURATION FORMS.

Proposals Submitted By Facsimile or E-Mail Will Not Be Accepted

Additionally, one identical double-sided paper copy and one electronic copy of each RESPONDER'S SEALED PROPOSAL ***excluding the Pricing Configuration Forms*** - must be delivered to each of the individual's listed below before the end of the business day (in the appropriate time zone) on JANUARY 26, 2009, to facilitate evaluation of responses:

Mr. Jason Soza
Contracting Officer
State of Alaska
333 Willoughby, 7th Flr,
Juneau, Alaska 99811

Mr. Doug Milford
Strategic Procurement Manager
State of Arizona
Department of Administration
State Procurement Office
100 N 15th Ave., Ste 104
Phoenix, AZ 85007

Ms. Jenny DeSalvo
Team Leader
State of Arkansas
1509 West 7th Street
Little Rock, AR 72201

Mr. William Pickrum
Deputy Director
State of Delaware
Government Support Services
Office of Management and Budget
100 Enterprise Place, Ste. 4
Dover, DE 19904-8202

Ms. Ruth Gray
State of Nebraska
State Purchasing Bureau
301 Centennial Mall South, Mall Level
Lincoln, NE 68508

Ms. Marti Marsh
Purchasing Officer
State of Nevada
Purchasing Division
515 E. Musser Street, Ste. 300
Carson City, NV 89701

Ms. Marianne Bixler
Sub-Team Leader
State of New Jersey
ITPD of Purchase & Property
Dept. of the Treasury
33 W. State Street, 8th Fl.
Trenton, NJ 08625

Mr. Patrick Forster
State of North Dakota
ND Information Technology Dept.
600 E. Boulevard Ave., Dept. 112
Bismarck, ND 58505-0100

Ms. Ashley Super
PA III
State of Iowa
DAS GSE – Purchasing
1305 East Walnut Street
Hoover State Office Bldg., Level A
Des Moines, Iowa 50319-0105

Ms. Lena Ferris
Purchasing Analyst
State of Oregon
DAS-SPO
1225 Ferry Street, SE U140
Salem, OR 97301-4285

Ms. Felicia Sonnier
State of Louisiana
Office of State Purchasing
1201 North 3rd Street, Ste. 2-160
P.O. Box 94095
Baton Rouge, LA 70804-9095

Ms. Tammy Cash
State of South Carolina
Information Technology Management Office
4430 Broad River Road
Columbia, SC 29210

Mr. Robert Oliver
State of Montana
State Procurement Bureau
General Services Division
Department of Administration
Room 165, Mitchell Bldg.
125 North Roberts Street
PO Box 200135
Helena, MT 59620-0135

Ms. Sharon Pope
Purchasing Consultant
State of Tennessee
Dept. of General Services
Purchasing Division
3rd Floor Tn Tower
312 Rose L Parks Ave.
Nashville, TN 37243-1102

6. Proposal Evaluation

An Evaluation Committee approved by the WSCA Directors and appointed by MMD will perform the evaluation of proposals. This process will take place between the dates indicated in Section II, Paragraph A. During this time, the WSCA/NASPO Contract Administrator may, at her option, initiate discussions with Responders who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Responders.

7. Qualified Responder Website Demonstrations

Responders whose responses are responsive to the mandatory requirements and who have been ranked as “qualified” by the evaluation committee will be invited to make a short, focused demonstration of the website they are proposing to use for support of the potential contracts to the Evaluation Committee on the date indicated in Section II, Paragraph A. These demonstrations will take place in the Minneapolis, Minnesota area and the rooms for the presentation will be provided by MMD. Arrangements for testing connections, etc. in the rooms will be coordinated with Qualified Responders by the Procurement Manager prior to

the date of the demonstrations. Qualified Responders should plan for a short, focused demonstration that would NOT exceed 60 minutes in length, but might be as short as 30 minutes.

8. Selection of Finalists

The Evaluation Committee will recommend, from the qualified Responders, a list of finalists to the Procurement Manager. The Procurement Manager will take these recommendations to the WSCA Directors for approval. The WSCA/NASPO Contract Administrator will notify Finalists on the date indicated in Section II, Paragraph A. Only finalists will be invited to participate in the subsequent steps of the procurement.

9. Contract Negotiations with Finalists

The WSCA/NASPO Contract Administrator, with assistance from Procurement Manager, MMD staff and staff from other WSCA states, will enter into contract negotiations with Finalists approved by the WSCA Directors. Finalists may be asked and/or required to submit revisions to their proposals for the purpose of obtaining best and final offers by the date indicated in the Finalist Notification Letter.

10. Award of Master Price Agreements

After contract negotiations are completed, on the schedule indicated in Section II, Paragraph A, the Procurement Manager will take a list of final award recommendations to the WSCA Directors for approval on the schedule indicated in Section II, Paragraph A.

The finalists' proposals that are deemed most advantageous, taking into consideration the evaluation factors set forth in the RFP, will be selected for award. Although the stated goal of the procurement is to make limited multiple source award(s), **no minimum or maximum number of awards has been predetermined.**

11. Sign Master Price Agreements

The Master Price Agreements will be signed with the awarded Contractors on the schedule indicated in Section II, Paragraph A. In the event that mutually agreeable terms cannot be reached within the time specified, the MMD reserves the right to cancel the award with the selected Contractor (s).

C. PROTEST PROCEDURES

1. Written Protests Only

All protests relating to this procurement must be in writing, including pre-award and post-award phases of this procurement process. Protests shall be submitted to the Protest

Official. Any protest not set forth in writing, within the time limits specified in these procedures shall not be considered. The Protest Official is:

Brenda Willard, Acquisition Manager/Assistant Director
Department of Administration
Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155

2. **Protest Contents**

All protests shall include the name and address of the protestor and a detailed statement of the nature of the protest and the grounds on which a protest is made in sufficient detail to establish the merits of the protest.

The State of Minnesota will not be obligated to postpone the proposal due date or contract award as a result of any protest received. All costs of a protest shall be the responsibility of the protestor.

3. **Protest Prior to Proposal Due Date**

All protests based on any omission or error, or on the content of the RFP, or alleged improprieties in the RFP, shall be filed with the Protest Official as soon as the basis for the protest is known; but, in any event, must be received no later than **twenty (20) calendar days** prior to the proposal due date.

Failure of a Responder to raise a protest regarding the RFP within the applicable time period shall constitute an unconditional waiver of the right to protest the requirements of the RFP and shall preclude consideration of any such issue at a later date unless the basis of the protest could not have been known to the Responder in time to make a timely submission of its protest.

The Protest Official, or designee, will promptly make a determination in writing regarding the validity of the protest, what remedial action, if any, is required, and whether or not the proposal due date and/or other procurement events should be delayed beyond the scheduled dates; and

If the Protest Official, or designee, determines that the scheduled proposal due date and/or other procurement events should be delayed, all Responders shall be notified by written addendum of the delay and any new dates established.

4. **Protest Regarding Award of Contract**

a) If an award of contract is being protested, a protestor shall protest in writing to the Protest Official **as soon as practical, but not later than ten (10) calendar days after the protestor knew or should have known** of the facts and circumstances upon which the protest is based. Failure of a Responder to raise a protest regarding the contract award within the applicable time period shall constitute an unconditional waiver of the right to protest the award and shall preclude consideration of the issue at a later date unless the basis of the protest could not have been known to the Responder in time to make a timely submission of his/her protest.

If the protest has been timely filed, the Protest Official, or designee, will promptly make a determination in writing, regarding the validity of the protest and whether or not the procurement should be delayed, the award considered for revision, or other remedy as appropriate.

b) If the procurement is delayed, all Responders will be notified of the delay.

Protests Received After The Deadline Will Not Be Considered.

D. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with Minnesota Statute Chapter 16C.

The use of the word “State” in this section at times means the State of Minnesota, and at times means the WSCA/NASPO state that may be participating in these Contracts. Responders are cautioned to read carefully to understand the full meanings of the requirements.

1. **Acceptance of Conditions Governing the Procurement**

   Responders must indicate their acceptance of Section II, Conditions Governing the Procurement, in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. **Incurring Cost**

   Any cost incurred by the Responder in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Responder.

3. **Contractor Responsibility**

The selected Contractor(s) shall be solely responsible for fulfillment of the responsibilities under the terms and conditions of the Master Price Agreement. Unless otherwise provided in a Participating Addendum, Purchasing Entities will issue purchase orders and make payments to only the named contractor(s).

4. **Servicing Subcontractors** (See Section I, Paragraph F. Definition of Terminology)

Responders may propose the use of Servicing Subcontractors. However the Contractor shall remain solely responsible for the performance under the terms and conditions of the Master Price Agreement if Servicing Subcontractors are utilized.

5. **Amended Proposals**

A Responder may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Evaluation Committee will not merge, collate, or assemble proposal materials.

6. **Responders' Rights to Withdraw Proposal**

A Responder will be allowed to withdraw its proposal at any time prior to the deadline for receipt of proposals. The Responder must submit a written withdrawal request signed by the Responder's duly authorized representative addressed to the WSCA/NASPO Contract Administrator.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. **Proposal Offer Firm**

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer if one is submitted.

8. **Disclosure of Proposal Contents**

All materials submitted in response to this RFP will become property of the State and will become public record after the evaluation process is completed and an award decision made. If the Responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must:

a. clearly mark all trade secret materials in its response at the time of the response is submitted,

b. include a statement with its response justifying the trade secret designation for each item, and

c. defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a

response to the RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State. The State is required to keep all the basic documents related to its contracts, including responses to RFPs, for a minimum of seven years.

The MMD will not consider the prices submitted by the Responder to be trade secret materials.

IF AN ENTIRE PROPOSAL IS DESIGNATED AS PROPRIETARY OR CONFIDENTIAL, IT MAY BE DISQUALIFIED FROM CONSIDERATION.

The State agrees to protect all properly identified Contract trade secret material, as the term "trade secret" is defined in Minn. Stat. § 13.37. In the event a request is made for information which the Contractor has identified as "trade secret", the State agrees to notify the Contractor of said request and provide its determination as to whether disclosure is legally required, in addition to anticipated disclosure dates, if any, and to allow the Contractor an opportunity, in its discretion and at its sole expense, to seek a protective order or otherwise protect the confidentially of the information.

9. **No Obligation**

This procurement in no manner obligates the State of Minnesota, any NASPO member or any Purchasing Entity to purchase any products or services offered until a Master Price Agreement is signed, a Participating Addendum has been executed by the Contractor, and the Contractor receives and accepts a valid purchase order from an authorized Purchasing Entity.

10. **Termination**

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when such action is determined to be in the best interest of the State of Minnesota and/or NASPO and WSCA.

11. **Administration Fees**

The Contractor shall report price agreement utilization and pay the WSCA administration fee in accordance with the terms and conditions of the Master Price Agreement. The WSCA directors approved the level of the WSCA administration fee. The WSCA administration fee is not negotiable. Some states may require an additional fee be paid directly to the State on purchases made by Purchasing Entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments shall be incorporated in a Participating Addendum that is made a part of the Master Price Agreement. The Contractor may adjust PSS pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of that State. All such agreements shall have no affect whatsoever on the WSCA fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

12. **Acceptance of Proposal Contents**

The contents of this RFP and the response of the successful vendor will become contractual obligations, along with the final Contract, if acquisition action ensues. The State is solely responsible for rendering the decision in matters of interpretation of all terms and conditions.

If a Responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, the Responder shall immediately notify the WSCA/NASPO Contract Administrator in writing of such error and request modification or clarification of the document.

13. **Governing Law**

The RFP and the Contract shall be construed in accordance with, and its performance governed by, the laws of the State of Minnesota. Except to the extent that the provisions of the Contract are clearly inconsistent therewith, the Contract shall be governed by the Uniform Commercial Code (UCC) as adopted by the State. To the extent the Contract entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the UCC, except when to so deem such services as "goods" is unreasonable.

Venue for all legal proceedings arising out of the Contract, or breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. **Basis for Proposal**

Only information supplied by the State in writing through the WSCA/NASPO Contract Administrator or in this RFP should be used as the basis for the preparation of Responder proposals.

15. **Agreement Terms and Conditions**

The agreement between the State and the Contractor will follow the format specified by the State and contain the terms and conditions set forth in Appendix A, “Master Price Agreement”. However, the State reserves the right to negotiate with a successful Responder provisions in addition to those contained in this RFP. The RFP, as revised and/or supplemented, and the successful Responder’s proposal will be incorporated into and become part of the agreement.

A Responder shall be presumed to be in agreement with these terms and conditions unless it takes specific exception to one or more of the conditions. Submission by the Responder of its proposed language shall not be viewed as an exception unless the Responder specifically states in the response that its proposed changes are intended to supersede the State's terms and conditions.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE REQUEST FOR PROPOSAL. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS, CONDITIONS AND INSTRUCTIONS OR THE SPECIAL TERMS AND CONDITIONS AND/OR SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.

A material deviation is an exception to the Request for Proposal general or special terms and conditions and/or specifications that:

a. Gives the Responder taking the exception a competitive advantage over other Responders, or

b. Gives the State something significantly different from that which the State requested.

16. **Agreement Deviations**

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the State and the selected Responder(s) and shall not be deemed an opportunity to amend the Responder's proposal.

17. **Responder Qualifications**

If the State, on the basis of available evidence, concludes that a particular Responder appears to be insufficiently responsible to ensure adequate performance, the response may be rejected.

Responses that do not comply with the provisions in the RFP may be considered nonresponsive and may be rejected.

18. **Rights Reserved**

Notwithstanding anything to the contrary, the State reserves the right to:

a. Reject any and all responses (or portions thereof) received;

b. Select, for contracts or for negotiations, a response other than that with the lowest cost;

c. Waive or modify any informalities, irregularities, or inconsistencies in the responses received;

d. Negotiate any aspect of the proposal with any Responder and negotiate with more than one Responder;

e. Request a BEST and FINAL OFFER, if the Evaluation Team deems it necessary and desirable; and

f. Terminate negotiations and select the next response providing the best value for the State, prepare and release a new RFP, or take such other action as the State deems appropriate if negotiations fail to result in a successful Contract.

g. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and the failure to do so does not materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

19. **Changes in Contractor Representatives**

The Contractor must notify the WSCA/NASPO Contract Administrator of changes in the Contractor's key administrative personnel, in advance and in writing. Any employee of the Contractor, who, in the opinion of the State, is unacceptable, shall be removed from the project upon written notice to the Contractor. In the event that an

employee is removed pursuant to a written request from the WSCA/NASPO Contract Administrator, the Contractor shall have 10 working days in which to fill the vacancy with an acceptable employee.

20. **Laws and Regulations**

Any and all services, articles or equipment offered and furnished shall comply fully with all State and federal laws and regulations, including Minn. Stat. § 181.59 and Minn. Stat. Ch. 363 prohibiting discrimination.

21. **Completion of Responses**

A response may be rejected if it is conditional or incomplete. Responses that contain conflicting, false, or misleading statements or that provide references that contradict or do not support an attribute or condition stated by the Responder, may be rejected.

22. **Right to Publish**

Any publicity given to the program, publications or services provided resulting from the Contract, including but not limited to notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor, or its employees individually or jointly with others, or any subcontractors or resellers shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Contract prior to its approval by the WSCA/NASPO Contract Administrator.

The Contractor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of this Contract without the prior written consent of the WSCA/NASPO Contract Administrator. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

23. **Ownership of Proposals**

One (1) complete copy of the each Responder's proposal including the Best and Final Offer, if one was submitted, shall be kept for the procurement file. Those documents will become the property of the State of Minnesota. Evaluating states may choose to retain the copy sent to them for their procurement files, or destroy it in a manner of their choosing.

24. **Product and Services Schedules**

The Contractor shall offer only those Products and services that are included on the Contractor's Product and Services Schedule (PSS) and approved by the WSCA/NASPO Contract Administrator. Contractors shall keep the schedule current and correct on an Internet web site maintained by the Contractor in accordance with the terms and conditions of the Master Price Agreement.

25. **Additional Responder Qualifications**

The Evaluation Committee reserves the right to require timely submission of additional and/or supporting materials concerning Responder qualifications including financial, manufacturing, personnel and marketing resources.

26. **Product Qualifications**

The Evaluation Committee reserves the right to require timely submission of additional and/or supporting materials concerning type and quality of the Products offered including product specifications, benchmark results or other meaningful measurement the Evaluation Committee believes would be helpful in assessing Product quality.

27. **Electronic Mail Address Required**

A large part of the communication regarding this solicitation will be conducted by electronic mail (e-mail). Responder must have a valid e-mail address to receive this correspondence.

28. **Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. If accepted by such means, the Responder acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Responder's possession and the version maintained by the State, the version maintained by the State shall govern. Alteration of the RFP document may be grounds for immediate rejection of the Responder's proposal, and, at the sole discretion of the State, suspension from future bidding opportunities.

29. **Addenda to the RFP**

Any addendum issued will become a part of the RFP. The State may modify or clarify the RFP by issuing one or more addenda to all parties who have received a copy of the RFP. Each Responder must follow the directions on the Addendum. Addenda will be numbered consecutively in the order they are issued.

30. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

Instructions for certification:

1. By signing and submitting this proposal, the prospective lower tier participant [Responder] is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms *covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding $25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary

Exclusion - Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

31. **Nonvisual Access Standards.** Nonvisual access standards require:

That the effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;

That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and

That the nonvisual access technology must 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.

32. **Copyrighted Material Waiver**

The State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and other government entities including local units of government to access the responses, including but not limited to photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the Responder's responsibility to obtain permission for the State to reproduce and publish the information, regardless of whether the Responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the Responder certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify, protect, save and hold the State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the State in the defense of any such action.

33. **TG/ED Preference**

In accordance with Minn. Stat. § 16C.16, subds. 6 and 7, eligible certified targeted group (TG) businesses and certified economically disadvantaged (ED) businesses will receive a 6 percent preference on the basis of award for this RFP. The preference is applied only to the first $500,000 of the response to the RFP. Eligible TG businesses must be currently certified by the Materials Management Division prior to the bid

opening date and time.

To verify TG/ED certification, refer to the Materials Management Division's web site at www.mmd.admin.state.mn.us under "Vendor Information, Directory of Certified TG/ED Vendors."

To verify TG eligibility for preference, refer to the Materials Management Division's web site under "Vendor Information, Targeted Groups Eligible for Preference in State Purchasing" or call the Division's Help Line at 651.296.2600.

34. **Affirmative Action.** The State requires affirmative action compliance by its Contractors.

a. Covered Contracts and Contractor. If the Contract exceeds $100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.63, Subd. 1 and Minnesota Rules 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36, Subd. 1 because it employed more than 40 full-time employees in another state and which does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.

b. Minnesota Statutes Section 363A.36, Subd. 1 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of Human Rights (commissioner) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and Contract consequences in that event. A Contract awarded without a certificate of compliance may be voided.

c. Minnesota Rules 5000.3400-5000.3600 implement Minn. Stat. § 363A.36, Subd. 1. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn Rules 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

d. Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.

"AFFIRMATIVE ACTION FOR DISABLED WORKERS"

(a) The contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in

employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(c) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, Subd. 1, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants, and the rights of employees and applicants.

(e) The contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minn. Stat. § 363A.36, Subd. 1, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons."

e. Consequences. The consequences of a Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of this Contract by the commissioner or the State.

f. Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, Subd. 1 and Minnesota Rules 5000.3400 to 5000.3600 and is aware of the consequences for noncompliance.

35. **Hazardous Substances**

To the extent that the goods to be supplied to the State by the Responder contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Responder must provide the State with Material Safety Data Sheets regarding those substances (including mercury). A copy must be included with each delivery.

36. **State Requirements**

The Contractor is responsible to present information to State agency and Cooperative Purchasing Venture (CPV) customers regarding product compliance with State requirements. The Contractor's catalog and other marketing materials utilized to offer products under this Contract shall affirmatively state when a product is in compliance with the Americans with Disabilities Act (ADA), the Nonvisual Access Standards (Minn. Stat. Ch. 16C.145), and the Energy Star Standards. The Contractor must also indicate in the catalog or other marketing materials if the product will not operate, is not intended to operate, or will not operate under full manufacturer's warranty, using paper with a post-consumer recycled content of 30 percent or greater. If any descriptive marketing materials are silent as to any or all of these requirements (e.g., ADA compliance, functions utilizing 30 percent recycled content paper), the Contractor agrees that the customer can assume the product meets or exceeds the State requirements.

37. **Organizational Conflicts of Interest**

The Responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

- a Contractor is unable or potentially unable to render impartial assistance or advice to the State;
- the Contractor's objectivity in performing the work is or might be otherwise impaired; or
- the Contractor has an unfair competitive advantage.

The Contractor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Contract. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to the WSCA/NASPO Contract Administrator, the State may terminate the Contract for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contractor," and "Contract Administrator" modified appropriately to preserve the State's rights.

38. **Notice to Responders**

Pursuant to Minn. Stat. § 270.65, Subd. 3, Contractors are required to provide their Federal Employer Identification Number or Social Security Number. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contractor to file tax returns and pay

delinquent tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations.

39. **Electronic Funds Transfer (EFT) Payment Method and Structure**

In accordance with Minn. Stat. § 16A.40 the Responder receiving the award of this Solicitation will be required to provide their bank routing information to the Department of Finance to enable payments to be made through EFT.

40. **Alterations**

Any alteration, particularly in the price used to determine the successful response, may be rejected unless the alteration is initialed by the person authorized to contractually obligate the Responder. Proof of authorization shall be provided upon request. The use of correction fluid or typewriter correction tape is considered an alteration.

41. **Public Information**

Once the information contained in the responses is deemed public information, interested parties may request to obtain the public information. You can call 651.201.2413 between the hours of 8:00 a.m. to 4:30 p.m. to arrange this.

42. **Products Containing Certain Type of Polybrominated Diphenyl Ether Banned**

By signing and submitting a response to this solicitation, Contractor/Responder certifies that they have read and will comply with Laws of Minnesota, 2007, Chapter 57, codified as Minn. Stat. §§ 325E.385-325E.388.

43. **Employee Status**

The following will apply to all States that do not have specific laws, rules, policies, etc. against the use of the *E-Verify* system.

By order of the Governor's Executive Order 08-01, Responders MUST certify their compliance with the Immigration Reform and Control Act of 1986 (8U.S.C. 1101 et. Seq.) and certify their use of the *E-Verify* system established by the Department of Homeland Security.

If your response to this solicitation is or could be in excess of $50,000, you must certify that you are in compliance with items 1 and 2 below. In addition, prior to the delivery of the products or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the Contract. All subcontractor certifications must be kept on file with the Contractor and made available to the state upon request.

1. Responders are in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and that the Responder and all its subcontractors do not knowingly employ persons in violation of the United State immigration laws. The Contractor will obtain the State of Minnesota – Immigration Status Certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and

2. The Contractor and all its subcontractors will, by the date of the delivery of the product and/or performance of the services under this Contract, have implemented or are in the process of implementing the *E-Verify* program for all newly hired employees in the United State who will perform work on this Contract.

If the Contractor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the US Immigration laws, or haven't begun to implement the *E-Verify* program for all newly hired employees in support of this Contract, the state reserves the right to determine what action it may take, including but not limited to canceling the Contract, and/or suspending or debarring the Contractor from state purchasing.

III. Response Format and Organization

A. NUMBER OF RESPONSES

Responders shall submit only one proposal.

B. NUMBER OF COPIES

Responders shall deliver one original double-sided and three (3) identical double-sided copies on paper containing at least 30% post-consumer content, and one electronic copy of their proposal to the WSCA/NASPO Contract Administrator to the location specified in Section II, Paragraph B5 on or before the closing date and time for receipt of proposals. One (1) additional double-sided paper copy and one electronic copy shall be delivered to each state representative as specified in Section II, Paragraph B5.

C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 ½ x 11 containing at least 30% post-consumer content paper (larger paper is permissible for charts, spreadsheets, etc.) printed back-to-back, and placed within a binder with tabs delineating each section.

1. **Proposal Organization**

   The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated. If all items to be placed in binder 1 do not fit in one binder, they shall be placed in two binders and labeled binder 1a and binder 1b.

   a. Letter of Transmittal (binder 1)
   b. Table of Contents (binder 1)
   c. Proposal Summary (optional) (binder 1)
   d. Response to Specifications 1 through 9 (binder 1)
   e. Response to Specification 10, Product and Services Schedule on Flash Drives, CD or URL address (Binder 1)
   f. Response to Specification 11, Revised Price Agreement/Proposals on

Flash Drives or CD (binder 2)

g. Response to Specifications 12 through 13 (binder 1)

h. Response to Specification 14, Completed Cost Response Form(s) Sealed in a separate envelope and included with original and copies sent to Minnesota only.

i. Responder's Additional Terms and Conditions (binder 2)

j. Sample Reports and Other Supporting Material (binder 3)

k. State of Minnesota forms, Appendices F through J (binder 3)

l. Proposed Lease Agreements (will not be evaluated)

Within each section of their proposal, Responders should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Any proposal that does not adhere to these requirements will be deemed non-responsive and rejected on that basis.

The proposal summary may be included by Responders to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Responder's proposal.

Responders may attach other material they feel may improve the quality of their responses. However, these materials should be included and indexed in binder 3. Marketing materials, other than those required in response to a specific section of the RFP, need not be included. If included they should be limited to two pages.

2. **Letter of Transmittal**

A letter of transmittal **MUST** accompany each proposal. The letter of transmittal **MUST CONTAIN THE FOLLOWING:**

a. Identify the submitting organization;

b. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization;

c. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;

d. Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;

e. Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II;

f. Be signed by the person authorized to contractually obligate the organization;

g. Acknowledge receipt of any and all amendments to this RFP.

h. A statement in which the Responder certifies that, in connection with this Contract, the prices proposed have been arrived at without consultation, communication, or agreement, for the purpose of restricting competition.

i. A statement guaranteeing that each person signing this response and addenda, if required, is the person in the Responder's organization responsible for, or authorized to, make decisions as to the prices quoted in the cost response and that she/he has not participated and will not participate in any action contrary to those stated above. **NOTE:** A copy of corporate resolutions must accompany the transmittal letter, authorizing the person(s) signing and/or initialing the response to sign binding contracts.

j. A statement that the Contractor shall not assign any part of its interest in the Contract without prior written consent of the State. This consent shall not be unreasonably withheld.

k. A statement describing technology-related products the Responder can offer as part of its response that comply with the nonvisual access standards as set forth in Minn. Stat. Ch. 16C.145 and how those products are identified in the product listing. Provide information on the differences in quality, prices, and delivery.

IV. SPECIFICATIONS

This section contains specifications and relevant information Responders should use for the preparation of their proposals.

Responders must respond to each specification as described in Section B. Technical Specifications below. The responses along with the required supporting material will be evaluated and awarded points accordingly.

A. INFORMATION

1. State of Minnesota Support

The State of Minnesota will assign a competent, qualified Contract Administrator to administer the Master Price Agreement in accordance with terms and conditions of the Master Price Agreement, Appendix A.

2. Facilities

The State of Minnesota will host and maintain an Internet web site providing administrative information concerning use of the master price agreements.

B. TECHNICAL SPECIFICATIONS

1. Corporate Overview

Responders must provide a brief history and description of their company, including but not limited to the following:

a. Facilities

Responders must indicate number and location of manufacturing plants, distribution outlets, and support centers, as appropriate. Please indicate which facilities have been ISO 14001 certified.

b. Personnel

Responders must include a map or other documentation that indicates by state the number and type of sales, support personnel, or other resources that are employed to service purchase orders and/or equipment for non-federal governmental customers.

c. State Contracts

Responders must include the list of states where the Responder has been awarded a statewide price agreement for computing equipment products and services by the central purchasing authority or State Purchasing Official. The information required in response to this specification should include the name and telephone number of the Contract Administrator, the dollar value of the contract, plus the effective dates of the agreement(s).

d. Organization

Responders must include an organization chart and a thorough narrative describing how the Master Price Agreement will be supported from senior management down to field technicians including the use of any wholly owned subsidiaries or subcontractors.

e. Complaint Resolution

Responders must thoroughly describe their procedures for addressing and resolving customer problems and complaints—service, equipment, or billing—including timelines and escalation process through the organization structure identified in 1.d. above.

f. Preference Programs

Responders must describe their experience and capacity to meet Minority and Women Business Enterprise (MWBE) and other local purchasing preferences that vary among potential Participating Entities, including but not limited to the use of these businesses in their subcontractor relationships.

g. Subcontractor Usage

If Subcontractor(s) are proposed, Responders must describe how the subcontractors will be used; for example, if they will only be used for assistance in locating products/services; or if they will be used to accept orders and payments (with the agreement of the Participating Entity). If they are accepting orders and payments specify what products or services they will provide, how they are certified, how they are contractually bound to the Master Price Agreement terms and conditions (plus any modifications thereto contained in Participating Addenda) and how their sales will be accurately tracked and reported.

h. Financial Strength

Responders must include a statement concerning their financial strength supported by an annual report or other relevant information including the latest Dun & Bradstreet rating.

2. Products and Services Overview

Responders must describe their ability to provide and support Products and services to the WSCA/NASPO member states and the various governmental entities therein. The narrative in response to this specification should include, at a minimum, an overview of how Products are delivered and supported nationwide plus specific information as follows:

a. Breadth of Offering - Instructions

Responders must thoroughly describe the breadth of their Product and Service offerings. Responders must provide a summarized list of the models or variations available in each of the following categories listed under b. Computing Equipment – Primary categories. A narrative should be submitted in support of the list providing the Evaluation Committee with a clear indication of the breadth of the product line.

All machines proposed for Band 3, multifunctional printers, MUST basically function as an individual or small shared printer, with the ability to perform a combination of additional functions, including faxing, scanning and copying. These machines must be listed in the Printer Multifunctionals category in Better Buys for Business.

b. Computing Equipment – Primary categories

BAND 1 - Servers

Server One –Rack Mount Server

Server Two – Tower Server

BAND 2 - Workstations

Desktop

Laptop

Tablet PC

BAND 3 - Printers

High-speed

Medium speed

Desktop

Portable (Laptop)

Multifunctional High speed

Multifunctional Medium speed

Multifunctional Desktop

BAND 4 - Storage Solution

Storage Area Networks (SAN)

Network Attached Storage (NAS)

BAND 5 - PDA's

BAND 6 - Instructional Packages (Bundles)

Workstation & Projector Package

Laptop, Projector, and Whiteboard Package

Responders must provide a summarized list of the instructional packages being proposed for inclusion in this Band. The packages should include, but are not limited to the product packages included in the pricing configurations in Appendix B. Whiteboards will not be allowed to be sold as separate items. They must be included in a package to be available on the Contract.

BAND 7 – Monitors

Monitors may vary from small desk top units (15") to larger, wall mounted units (50") that might serve in a classroom or conference room setting; but in any case must be connected to a computer. Audio Visual products, such as Televisions are not included in this band, or in the resulting contracts.

The following categories are not specific bands, but are products that will be allowed to be sold under the Master Price Agreements.

OPERATING SYSTEMS

Responders must provide, at a minimum, a licensed operating system with each type of processor. Responders must provide a summarized list of the operating systems that are proposed for each of the following categories of processors.

LOCAL AREA NETWORK

Responders may propose and provide local area network devices including but not limited to switches, cables, and related software. Responders should provide a summarized list of proposed LAN equipment and related software.

DIGITAL PROJECTORS

Responders may propose LCD Projectors by providing a summarized list of the products.

c. Customer Satisfaction

Responders should submit customer satisfaction statistics or survey results concerning the quality of the Products and services offered.

d. Value Added Services

Responders should thoroughly describe their ability to provide value added Services including but not limited to installation, training, self-maintainer programs, asset management, imaging, and/or related optional Services, such as extended warranties and after-warranty maintenance services, contained in the definition of Services and the geographic area where the Services may be provided. Do not include general consulting or any form of application development services.

e. E- Rate Program

Responders should describe their commitment to participation in the Federal Communications Commission's E-Rate discount program established under authority of the Federal Telecommunications Commission Act of 1996 by supplying their E-Rate contractor identification number and the list of E-Rate qualifying Products.

f. Section 508 Compliance

Responders should describe their commitment to the manufacture of accessible products by describing their support of the applicable provisions of the Workforce Investment Act of 1998, Section 508.

3. Reporting

a. WSCA Reporting

Responders must agree to provide monthly utilization reports to the WSCA/NASPO Contract Administrator based upon the schedule and minimum content as described in Paragraph 44 of the Price Agreement, Appendix A. Responders must describe their ability and commitment to meet this requirement.

b. Customer Reporting

Upon request of the Purchasing Entity, the Contractor will be required to provide reports to Purchasing Entities using the same format as the WSCA Report. Responders should describe enhanced reporting capabilities such as electronic delivery of reports or direct access to Internet or other database that may be used to administer the Master Price Agreement. Asset management or other reports for Purchasing Entities should be addressed.

4. Electronic Commerce

Responders must describe their ability to provide and commitment to maintain an Internet web site that contains, at a minimum, the items listed below in 4a. Web Site. In addition, Responders must respond to the following:

a. Web Site

Responders must provide, ***in their proposal,*** the URL to a web site that provides:

- the complete PSS that easily identifies the Brand, specification, and price for every product included in the Contract that is within the unit/configuration limits allowed by the WSCA Directors. (Refer to Section I, Paragraph A)

- product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote,

- online ordering capability with the ability to remember multiple ship to locations,

- capability of reprinting invoices for orders placed online,

- service options, service agreement(s).

- contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns.

- sales representatives for participating entities,

- purchase order tracking,

- links to all environmental certification programs, including but not limited to Blue Angel, EcoLogo, Green Guard, Nordic Swan, TCO, etc.

- links to additional environmental programs, including but not limited to take-back/recycling programs, EPEAT, Energy Star, etc.

The website does not need to be fully functional prior to the award. The Responders should submit a URL that best demonstrates the website capabilities in relation to those requested in the RFP. Once an award is made, the Contractor will be given 30 days to bring their website up to compliance before the award information is released and entities are actually allowed to begin signing Participating Addenda with the Contractor.

The website should not require a password or any type of registration for use to simply browse the product/pricing information. The website should not "time out" once opened, even if not continually used.

Once the website is approved, the Contractor may not make changes to the website without notifying the WSCA/NASPO Contract Administrator and receiving written approval of the changes.

b. Electronic Processing

Responders must thoroughly describe their ability or commitment to accept and process purchase orders electronically, as well as online payment via a purchase card. The ability to provide electronic funds transfer and/or a seamless electronic interface to governmental accounting systems should be thoroughly described.

c. Auditing

Responders must describe how and how often the web pricing and invoicing is audited to insure contractual compliance. Responders shall propose a schedule for such audits.

5. Primary Account Representative

Responders must identify by name and location the proposed primary account representative who will be responsible for the performance of the Master Price Agreement. A resume must be included in the Responder's proposal for the named individual.

6. References

Responders **must** submit five (5) written letters of reference as part of the response from current or previous states or other larger

governmental (not federal) entities ***and/or large educational institutions*** that have or are currently receiving similar products and services to those proposed by the Responder for this solicitation. In addition to the letter of reference**,** each reference must include the name of the contact person, street address, telephone number, e-mail address, ~~and~~ description of products and services provided, contract period (start and end dates), and contract value. References must be for contracts that have been in place during the past three years. Responders should advise their references to expect to be contacted by the Evaluation Committee during the evaluation period. Do not include references where the only contact person is from one of the states listed in Section II. Paragraph B5 as being a part of the Evaluation Team.

7. Rollout and Marketing Plan

a. Plan and Methodology

Responders must submit a thorough rollout plan as part of the proposal. At a minimum, the response should include a description of the methodology (mailings, meetings, seminars, press releases, personal contacts) proposed, dates and location of activities, and a Gantt chart including tasks to be performed and the timeframe for the completion of each task.

b. Contracting Personnel

Responder must identify the contracting personnel who will be assisting states with the completing and processing of the Participating Addenda. A resume must be included in the Responders proposal for the first five named individuals. Experience has shown that an adequate number of trained contracting personnel are key to the success of a national Master Price Agreement.

c. Marketing Materials

Responders should include sample rollout and follow-up marketing materials with their proposals. Responders are reminded that once a statewide participating addendum is in place, nearly every governmental entity, public school and university within the state may use the contractor's Master Price Agreement.

8. Website Presentation and Demonstration

Only Qualified Responders will meet with the Evaluation Committee. The proposed primary account manager or representative is expected to conduct a demonstration of the proposed Internet website that includes all capabilities listed in the RFP; and answer other questions as deemed necessary by the Evaluation Team. (See Section II, Paragraph B7. Qualified Responder Website Demonstrations)

A statement of acknowledgement and concurrence with this requirement is required.

9. Pricing Level and Volume Discount Guarantees

Responders must submit with their proposal a narrative that describes the baseline (published) pricing and the initial pricing level discount that is proposed, by type or category of Products and services as reflected in the PSS. The response to this specification must be in the form of a percentage discount from a published or base line price listing. Responders must describe the base line pricing and provide information where the baseline pricing may be accessed and verified. The initial pricing level discount is the discount that is to be applied to the products listed in Appendix B. Pricing Configuration Forms to arrive at the Total Configuration Price. These discounts must remain firm, or be increased, during the life of the Contract.

The baseline pricing is to include the warranties as stated for each Band listed in Appendix B. Pricing Configuration Forms.

Responders should provide additional volume based pricing for consideration. The Evaluation Committee will be evaluating programs offered for per transaction and cumulative volume discounts that may be achieved as well as programs that allow for deeper discounts for standardized configurations.

a. Per Transaction Multiple Unit Discount

Responders must propose a contractual volume discount program or plan based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Purchasing Entity or multiple entities conducting a cooperative purchase. If possible, the narrative in response to this specification should include a table indicating the additional discount percentage to be earned by volume purchased at one time.

b. Cumulative

Responders should propose a contractual, cumulative, permanent volume discount based on dollars resulting from the cumulative purchases by all governmental purchasers for the duration of their Master Price Agreement. The narrative in response to this specification should include a table indicating the additional discount percentage to be earned by cumulative volume purchased. For example, Responders may propose an increase in price discounts from the baseline pricing for annual cumulative volumes greater than "X" million of dollars. The table will be used during the annual Contractor performance review to verify that the additional discounts are being applied correctly.

c. Standard (Premium Savings) Configurations

Responders must propose and describe their commitment to offer and maintain deeply discounted standard configurations that are available to Purchasing Entities using the Master Price Agreement. The response to this specification should include a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals, as determined by the Purchasing Entities. Appendix C contains specific configurations that may be used by several Purchasing Entities. Responders are to apply the best possible discount for these configurations, taking in to consideration the cooperative purchasing purpose of this Agreement.

10. Products and Services Schedule

Responders must submit with their proposals a complete Product and Services Schedule including all the Services and Equipment offered for education, state, and local government procuring agencies at the initial pricing level stated in response to the previous specification. The PSS may be submitted in Microsoft Word or Excel format on a flash drive or a CD or web page (provide URL). Submission of a product and/or service on the PSS does not guarantee that it will automatically be approved as being included in the resulting contract. The WSCA/NASPO Contract Administrator will review and approve the PSS in conjunction with the review and approval of the website.

11. Revised Price Agreement/Proposal

Responders must submit with their proposal a flash drive or a CD that contains the Responder's entire proposal; as well as the proposed revised Master Price Agreement terms and conditions. Both documents shall be in Microsoft Word format. The revised Master Price Agreement shall have the changes highlighted; and an explanation of the reason for the requested change.

12. Alternatives

Responders may propose suggestions on improvements and/or alternatives for doing business with your company that will make this arrangement more cost effective for your company and participating public agencies.

13. Takeback and other Environmental Programs

a. Packaging Reduction & Recycling

Responders must describe any capabilities and options for reduced packaging, using recyclable materials, and takeback and recycle of packaging.

b. Environmental Certifications

For each product category proposed by the Responder in response to this RFP, the Responder must list any and all certifications received from the following third-party certification bodies: Blue Angel, EcoLogo, Green Guard, Nordic Swan, and TCO. In addition, Responders must identify any self-registration claims made based on standards from: Energy Star, EPEAT (with Bronze, Silver, or Gold registration level identified), or RoHS. Responders should use the chart on page 54 for this purpose.

All desktops, laptops, and computer monitors provided under the contracts resulting from this RFP are required to have achieved a minimum EPEAT Bronze registration. Strong preference and additional points will be given for products that have achieved EPEAT Silver or EPEAT Gold registration and for products that have had their EPEAT claims certified by an independent third-party.

Responders claiming products have been independently certified as meeting reputable environmental standards must provide proof of such certification.

Responders must describe how all certifications/registrations a unit carries are identified on their web site; keeping in mind that the long term goal of the WSCA/NASPO Directors is to have all product certifications listed by product on the website, as well as having labels on each piece of equipment or on each packing list.

The MMD, or any Purchasing Entity, reserves the right to require an independent audit be conducted to verify compliance of any certifications or self-registration environmental claims that are made by the Contractor. The Contractor will pay all costs if the product fails to meet the certification or self-registration requirements.

As additional standards/certifications are developed, Contractors will be required to meet those new standards/certifications. For instance, some States have already become members of the Climate Savers Computing initiative by purchasing high-efficiency systems. During the term of the contract it is envisioned that other States will also become members, thereby requiring the Contractors to manufacturer products that adhere to these efficiency levels.

c. Takeback/Recycling

Responders must provide and describe their Equipment takeback/recycling program by addressing each of the following:

i. Identify the type of Equipment, LAN hardware and/or Peripherals for which takeback is available.

ii. Describe takeback/recycling process (start to finish) from the perspective of the end user, including where the products are disposed of and what type of certification the end user can expect to receive guaranteeing the products were disposed of properly.

iii. Describe your processes for data sanitization in accordance with DOD 5220.22-M Chapter 8, Clearing and Sanitization Procedures, including provision of certificates of lawful disposal.

iv. List takeback charges or credits entities will receive, if any, by type of Equipment.

v. Address compliance with the European Union's WEEE Directive requiring the recycle or reuse of old Equipment and compliance with federal or other regulatory authorities regarding disposal of electronic equipment.

d. Environmental Improvement Program

Responders must describe their Product environmental improvement program for products that have not yet received the applicable standards or certifications listed in 14b Environmental Certifications shown above. In addition Responders must describe their environmental efforts in each of the following areas: reduction/minimization/avoidance of the use of toxic and hazardous constituents (cadmium, chromium, mercury, and/or lead); compliance with international directives such as the European Union's WEEE Directive on reduction of chlorinated plastics (PVC) and brominated flame retardants.

f. **Green Reporting**

Responders must be willing to provide quarterly reports quantifying the number of EcoLogo, Energy Star, EPEAT, and TCO registered products purchased under an awarded contract at least by state. The information must be reported in a matrix providing the data shown in the example chart below, for the current quarter, the fiscal year, and the duration of the contract. Indicate your willingness to provide such reports to the multiple states.

Responders should identify by product category the third-party certification or self-registration program those products comply with. (Refer to Section IV, Paragraph 13b)

	Blue Angel	EcoLogo Certified	Energy Star Registered	EPEAT Specify Level	Green Guard	Nordic Swan	RoHs	TCO Certified
Desktops								
Laptops/ notebook								
Monitors (LCD)								
Monitors (CRT)								
Printers								
MFPs								
PDAs								

14. Cost

Responders must complete the Price Configuration Forms found in Appendix B and C and submit them with their proposal. For the purpose of preparing the proposal, Responders are to assume that proposed Equipment configurations are delivered to and serviced in St. Paul, Minnesota.

<u>If you are unable to match the specifications exactly, please provide your closest equivalent.</u>

The total configuration price for the products listed in Appendix B must be based on the same initial base line discount structure listed in Section IV, Paragraph 9.

The total configuration price for the products listed in Appendix C must be based on the assumption that the Premium Savings Configurations will be used by a multiple number of Participating Entities. (Refer to Section IV, Paragraph 9c).

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors and the point value assigned to each. These weighted factors will be used in the evaluation of the individual Responder proposals. Only finalist Responders will receive points for their oral presentation and demonstration.

IV. Specifications	Points
1. Corporate Overview – (Paragraph B1)	150
2. Commitment to Specifications outlined in Paragraphs B2 – B5	390
3. References (Paragraph B6)	50
4. Rollout and Marketing Plan (Paragraph B7)	50
5. Website Demonstration (Paragraph B8)	100
6. Pricing Level and Guarantee (Para. B9)	120
7. Revised Price Agreement/Acceptance of Terms and Conditions (Para. B11 & Section II, Paragraph D1)	50
8. Takeback/Environmental Prog. (Para. B13)	150
9. Cost	940
Total	2000

As indicated above, points will be awarded based on the level of acceptance of the terms and conditions as specified in this RFP, including the Master Price Agreement shown in Appendix A. Acceptance of all terms and conditions will result in the award of the maximum points available. Responders should note that the MMD reserves the right to pursue negotiation on any exception taken. In the event that negotiated terms cannot be reached, the MMD reserves the right to reject the proposal. Responders should also note that the awarding of points does not automatically mean that the MMD has accepted the Responders proposed language.

B. EVALUATION PROCESS

During the evaluation process, all information concerning the responses submitted will remain private and will not be disclosed to anyone whose official duties do not require such knowledge.

Responses are private or nonpublic data until the completion of the evaluation process as defined by Minn. Stat. § 13.591. The completion of the evaluation process means that the State has completed negotiating the contract with the selected vendor. If no award is made the responses are not made public. The State will notify the unsuccessful Responders in writing that their responses have not been accepted.

1. All Responder proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The WSCA/NASPO Contract Administrator may contact the Responder for clarification of the response as specified in Section II, Paragraph B6.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph D17.
4. The Evaluation Committee may require the Responders to submit additional and/or supporting materials in accordance with Section II, Paragraph D25 and Paragraph D26
5. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible Responders with the highest scores will be selected as finalist Responders based upon the proposals submitted. Finalist Responders who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from the oral presentations and demonstration will be added to the previously assigned points to attain final scores. The responsible Responder(s) whose proposal is most advantageous to NASPO and WSCA members, taking into consideration the evaluation factors in Section V, will be recommended for award to the MMD Procurement Manager, as specified in Section II, Paragraph B8. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

WESTERN STATES CONTRACTING ALLIANCE

MASTER PRICE AGREEMENT

for

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

Number _____

This Agreement is made and entered into by _____ ("Contractor") and the State of Minnesota, Department of Administration ("State") on behalf of the State of Minnesota, participating members of the National Association of State Procurement officials (NASPO), members of the Western States Contracting Alliance (WSCA) and other authorized Purchasing Entities.

RECITALS

WHEREAS, the State has the need to purchase and the Contractor desire to sell; and,

WHEREAS, the State has the authority to offer contracts to CPV members of the State of Minnesota and to other states.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

INTENT AND PURPOSE

The intent and purpose of this Agreement is to establish a contractual relationship with equipment manufacturers to provide, warrant, and offer maintenance services on **ALL** products proposed in their response to the RFP issued by the State of Minnesota. Delivery, support, warranty, and maintenance may be provided by the Contractor using subcontractors. The Contractor agrees to take legal responsibility for the warranty and maintenance of all products furnished under this Agreement. The Contractor is responsible for the timeliness and quality of all services provided by individual subcontractors. Subcontractor participation will be governed by individual Participating Entities, who have the sole discretion to determine if they will accept services from a subcontractor.

Individual Purchasing Entities may enter in to lease agreements for the products covered in this Master Price Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process, and if the Contractor submitted

copies of its lease agreements with its response to the RFP. The lease agreements were not be reviewed or evaluated as part of the RFP evaluation process. The agreements will be made available to any Purchasing Entity who wishes to negotiate a lease agreement with a Contractor by contacting the WSCA/NASPO Contract Administrator.

The Agreement is **NOT** for the purchase of major, large hardware or hardware and software offerings. In general, individual units/configurations for servers and storage (SANs, etc.) should not exceed $300,000 each. Desktop per unit/configuration costs should not exceed $100,000. Printers of all types and monitors per unit/configuration costs should not exceed $50,000 each. It is the expressed intent of some of the Participating States to set this level at not to exceed $25,000 each, or $50,000. Contractors must be willing to comply with these restrictions by agreeing to supply products in those price ranges only. This **IS NOT** a restriction on how many units/configurations can be purchased, but on the value of each individual unit/configuration. Individual Participating States and Participating Entities may set specific limits in a participating addendum above these limits, with the prior approval of the WSCA Directors; or may set specific limits in a participating addendum below these limits.

Contractors may offer, but participating states and entities do not have to accept, limited professional services related **ONLY** to the equipment and configuration of the equipment purchased through the Agreement.

1. Definitions

"Announced Promotional Price" are prices offered nationally to specific categories of customers (Consumer, Business or government) for defined time periods under predefined terms and conditions.

"Consumables" those items that are required for the operation of the Equipment offered or supplied which are consumed over time with the purchaser's use of the equipment are included – printer cartridges, batteries, projector bulbs, etc. *Consumables such as magnetic media, paper and generally available office supplies are excluded.*

"Configuration" in most instances in this document means a total system configuration. This may include more than one model or part number (or SKU), or a combination of hardware, software, and configuring of the system to make the system work.

"Contract" means a binding agreement for the procurement of items of tangible personal property or services. Contract and Master Price Agreement are used interchangeably in this document.

"Contractor" means the successful Responder who enters into a binding Master Price Agreement. The Contractor is responsible for all sales, support, warranty, and maintenance services for the products included in this Agreement. The Contractor must manufacture or take direct, non-assignable, legal responsibility for the

manufacture of the equipment and warranty thereof. For the purposes of this Contract, the term Contractor and Contract Vendor are synonymous.

"CPV Member" is any governmental unit having independent policy making and appropriating authority, that is a member of Minnesota's Cooperative Purchasing Venture (CPV) program.

"CPV Program." The Cooperative Purchasing Venture (CPV) program, as established by Minn. Stat. § 16C.03, subd. 10, authorizes the commissioner of Administration to "enter into a cooperative purchasing agreement for the provision of goods, services, and utilities with [governmental entities] ..., as described in section 471.59, subdivision 1." Based on this authority, the commissioner of Administration, through the Materials Management Division (MMD), enters into a joint powers agreement that designates MMD as the authorized purchasing agent for the governmental entity. It is not legal for governmental entities that are not members of the CPV program to purchase from a State contract. Vendors are free to respond to other solicitations with the same prices they offer under a contract, but that is not considered use of the "State contract price."

"Cumulative Volume Discount" means a contractual, cumulative, permanent volume discount based on dollars resulting from the cumulative purchases by all governmental purchasers for the duration of the Master Price Agreement.

"Documentation" refers to manuals, handbooks, and other publications listed in the PSS, or supplied with products listed in the PSS, or supplied in connection with services. Documentation may be provided on magnetic media or may be downloaded from the Contractor's web site.

"E-Rate" is a program sponsored by the Federal Communications Commission whereby educational and other qualifying institutions may purchase authorized technology at reduced prices.

"Educational Discount Price" means the price offered in a nationally announced promotion, which is limited to educational customers only.

"Equipment" " means workstations, desktop, laptop (includes Tablet PC's), handheld (PDA) devices, projectors, servers, printers, monitors, computing hardware, including upgrade components such as memory, storage drives, and spare parts. AUDIO VISUAL PRODUCTS (digital cameras, televisions, whiteboards, etc.) are NOT included in this RFP or subsequent contracts. The exception to this definition is whiteboards, which can be sold as part of the Instructional Bundles, but not as a stand-alone item.

"FCC" means the Federal Communications Commission or successor federal agency. In the event of deregulation, this term applies to one or more state regulatory agencies or other governing bodies charged to perform the same, or similar, role.

"General Price Reduction Price" means the price offered to consumer, business or governmental purchasers at prices lower than PSS pricing. General price reduction prices will be reflected in the PSS as soon as practical.

"Lead State" means the State conducting this cooperative solicitation and centrally administering any resulting Master Price Agreement(s). For this Master Price Agreement, the Lead State is Minnesota.

"Mandatory" The terms "must" and "shall" identify a mandatory item or factor.

"Manufacturer" means a company that, as its primary business function, designs, assembles, owns the trademark/patent and markets computer equipment including workstations, desktop computers, laptop (includes Tablet PC's) computers, handheld (PDA) devices, servers, printers, and storage solutions/auxiliary storage devices. The manufacturer must provide direct un-infringed unlimited USA OEM warranties on the products. The manufacturer's name(s) shall appear on the computer equipment. The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program.

"Master Price Agreement" means the contract that MMD will approve that contains the foundation terms and conditions for the acquisition of the Contractor's products and/or services by Purchasing Entities. The "Master Price Agreement" is a permissive price agreement. In order for a Purchase Entity to participate in a Master Price Agreement, the appropriate state procurement official or other designated procurement official must be a Participating State or Participating Entity.

"Materials Management Division" or "MMD" means the procurement official for the State of Minnesota or a designated representative.

"NASPO" means the National Association of State Procurement Officials

"Participating Addendum" or "Participating Addenda" means a bilateral agreement executed by the Contractor and a Participating State or political subdivision of a State that clarifies the operation of the price agreement for the State or political subdivision concerned, e.g. ordering procedures specific to a State or political subdivision and other specific language or other requirements. Terms and conditions contained in a Participating Addendum shall take precedence over the corresponding terms in the master price agreement. Additional terms and conditions, including but not limited to payment terms, may be added via the Participating Addendum. However, a Participating Addendum may not alter the scope of this Agreement or any other Participating Addendum. ***Unless otherwise specified, the Participating Addendum shall renew consecutively with the Master Price Agreement.*** One digitally formatted, executed copy of the Participating Addendum must be submitted to the WSCA/NASPO Contract Administrator PRIOR to any orders being processed.

"Participating State" or "Participating Entity" means a member of NASPO (Participating State) or a political subdivision of a NASPO member (Participating Entity) who has indicated its intent to participate by signing an Intent to Participate,

where required, or another state or political subdivision of another state authorized by the WSCA Directors to be a party to the resulting Master Price Agreement.

"PDA" means a Personal Digital Assistant and refers to a wide variety of handheld and palm-size PCs, and electronic organizers. PDA's usually can store phone numbers, appointments, and to-do lists. PDA's can have a small keyboard, and/or have only a special pen that is used for input and output. The PDA can also have a wireless fax modem. Files can be created on a PDA which is later entered into a larger computer. NOTE: For this procurement, all Tablet PC's are NOT considered PDA's. The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program.

"Peripherals" means any product that can be attached to, added within, or networked with personal computers or servers, including but not limited to storage, printers (including multifunction network printers), scanners, monitors, keyboards, projectors, uninterruptible power supplies and accessories. Software, as defined in the RFP, is not considered a peripheral. Adaptive/Assistive technology devices are included as well as configurations for education. Peripherals may be manufactured by a third party, however, Contractor shall not offer any peripherals manufactured by another contractor holding a Master Price Agreement without the prior approval of the WSCA/NASPO Contract Administrator. AUDIO VISUAL PRODUCTS (digital cameras, televisions, whiteboards, etc.) are NOT included in the contract. The exception to this definition is whiteboards, which can be sold as part of the Instructional Bundles, but not as a stand-alone item. The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program.

"Permissive Price Agreement" means that placement of orders through the Price Agreement is discretionary with Purchasing Entities. They may satisfy their requirements through the Price Agreement without using statutory or regulatory procedures (e.g., invitations for bids) to solicit competitive bids or proposals. Purchasing Entities may, however, satisfy requirements without using the Price Agreement as long as applicable procurement statutes and rules are followed.

"Per Transaction Multiple Unit Discount" means a contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Purchasing Entity or multiple entities conducting a cooperative purchase.

"Political Subdivision" means local pubic governmental subdivisions of a state, as defined by that state's statutes, including instrumentalities and institutions thereof. Political subdivisions include cities, counties, courts, public schools and institutions of higher education.

"Price Agreement/Master Price Agreement" means an indefinite quantity contract that requires the Contractor to furnish products or services to a Purchasing Entity that issues a valid Purchase Order.

“Procurement Manager” means the person or designee authorized by MMD to manage the relationships with WSCA, NASPO, and Participating States/Participating Entities.

“Product(s)” means personal computer equipment, peripherals, LAN hardware, pre-loaded Software, and Network Storage devices, but not unrelated services. The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program.

“Products and Services Schedule Prices” or **“PSS”** refers to a complete list, grouped by major product and/or service categories, of the Products and services provided by the contractor that consists of an item number, item description and the Purchasing Entity's price for each Product or Service. All such Products and services shall be approved by the WSCA/NASPO Contract Administrator prior to being listed on a Contractor-supplied web site accessed via a URL. The Contractor(s) shall provide the warranty service and maintenance for all equipment listed on the PSS on a Master Price Agreement as well as a Takeback Program.

“Purchase Order” means an electronic or paper document issued by the Purchasing Entity that directs the Contractor to deliver Products or Services pursuant to a Price Agreement.

“Purchasing Entity” means a Participating State or another legal entity, such as a political subdivision, properly authorized by a Participating State to enter into a contract for the purchase of goods described in this solicitation. Unless otherwise limited by statute, in this solicitation or in a Participating Addendum, political subdivisions of Participating States are Purchasing Entities and authorized to purchase the goods and/or services described in this solicitation.

“**Refurbished Products**” are products that may have been powered on or used by another customer that have been fully retested, defective parts replaced, and repackaged to meet original factory specifications.

“Services” are broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Price Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied. *General consulting and all forms of application development and programming services are excluded.*

“Servicing Subcontractor/Subcontractor/Reseller Agent” means a Contractor authorized and state-approved subcontractor who may provide local marketing support or other authorized services on behalf of the Contractor in accordance with the terms

and conditions of the Contractor's Master Price Agreement. A wholly owned subsidiary or other company providing warranty or other technical support services qualifies as a Servicing Subcontractor. Local business partners may qualify as Servicing Subcontractors. Servicing Subcontractors may not directly accept Purchase Orders or payments for Products or Services from Purchasing Entities, unless otherwise provided for in a Participating Addendum. Servicing Subcontractors shall be named individually or by class in the Participating Addendum. **The Contractor(s) actually holding the Master Price Agreement shall be responsible for Servicing Subcontractor's providing products and services, as well as warranty service and maintenance for equipment the subcontractor has provided on a Master Price Agreement as well as the Takeback Program**.

"Standard Configurations" or **"Premium Savings Configurations"** means deeply discounted standard configurations that are available to Purchasing Entities using the Master Price Agreement only. Any entity, at any time, that commits to purchasing the standard configuration adopted by other Purchasing Entities shall receive the same price from the contract awardees. This specification includes a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals.

"State Procurement Official" means the director of the central purchasing authority of a state.

"Storage Solution/Auxiliary Storage" means the technology and equipment used for storage of large amounts of data or information. This includes technologies such as: Network Attached Storage (NAS) and Storage Area Networks (SAN). **The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program**.

"Takeback Program" means the Contractor's process for accepting the return of the equipment or other products at the end of life—as determined by the State utilizing the Master Price Agreement.

"Trade In" refers to the exchange of used Equipment for new Equipment at a price reduced by the value of the used Equipment.

"Travel" means expenses incurred by authorized personnel directly related to the performance of a Service. All such expenses shall be documented in a firm quotation for the Purchasing Entity prior to the issuance and acceptance of a Purchase Order. Travel expenses will be reimbursed in accordance with the purchasing entities allowances, if any, as outlined in the PA.

"Universal Resource Locator" or **"URL"** means a standardized addressing scheme for accessing hypertext documents and other services using the WWW browser.

"WSCA" means the Western States Contracting Alliance, a cooperative group contracting consortium for state procurement officials, representing departments, institutions, agencies, and political subdivisions (i.e., colleges, school districts,

counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming.

"WSCA/NASPO Contract Administrator" means the person or designee authorized by MMD to manage all actions related to the Master Price Agreements on behalf of the State of Minnesota, the participating NASPO and WSCA members, and other authorized purchasers.

2. Scope of Work

The Contractor, or its approved subcontractor, shall deliver computing system Products and services to Purchasing Entities in accordance with the terms of this agreement. This Agreement is a "Master Price Agreement". Accordingly, the Contractor shall provide Products or Services only upon the issuance and acceptance by Contractor of valid "Purchase Orders". Purchase Orders may be issued to purchase the license for software or to purchase products listed on the Contractor's PSS. A Purchasing Entity may purchase any quantity of Product or Service listed in the Contractor's PSS at the prices in accordance the Paragraph 13, Price Guarantees. Subcontractor participation is governed by the individual Participating State procurement official.

The Contractor is required to provide and/or agree to take legal responsibility for the warranty and maintenance of all proposed equipment, including peripherals. Taking legal responsibility means the Contractor must provide warranty and maintenance call numbers, accept, process and respond to those calls, and be legally liable for and pay for those warranty and maintenance (under warranty) activities The Contractor shall offer a Takeback Program for all products covered by this Agreement.

3. Title Passage

The Contractor must pass unencumbered title to any and all products purchased under this Contract upon receipt of payment by the State. This obligation on the part of the Contractor to transfer all ownership rights does not apply to proprietary materials owned or licensed by the Contractor or its subsidiaries, subcontractors or licensor, or to unmodified commercial software that is available to the State on the open market. Ownership rights to such materials shall not be affected in any manner by this Agreement

4. Permissive Price Agreement and Quantity Guarantee

This Agreement is not an exclusive agreement. Purchasing Entities may obtain computing system Products and services from other sources during the agreement term. The NMSPA, NASPO and WSCA make no express or implied warranties whatsoever that any particular number of Purchase Orders will be issued or that any particular quantity or dollar amount of Products or Services will be procured.

5. Order of Precedence

Each Purchase Order that is accepted by the Contractor shall become a part of the Agreement as to the Products and services listed on the Purchase Order only; no additional terms or conditions will be added to this Agreement as the result of acceptance of a Purchase

Order. The Contractor agrees to accept all valid Purchase Orders. In the event of any conflict among these documents, the following order of precedence shall apply:

A. Executed Participating Addendum(s);

B. Terms and conditions of this Agreement;

C. Exhibits and amendments to this Agreement;

D. The list of products and services contained in the purchase order;

E. The request for proposals document 40-00064; and

F. Contractor's proposal including best and final offer.

6. Payment Provisions

All payments under this Agreement are subject to the following provisions:

A. Acceptance

A Purchasing Entity shall determine whether all Products and services delivered meet the Contractor's published specifications. No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor in a timely manner of non-acceptance of a product or service.

B. Payment of Invoice

Payments shall be submitted to the Contractor at the address shown on the invoice, as long as the Contractor has exercised due diligence in notifying the State of Minnesota and/or the Purchasing Entity of any changes to that address. Minn. Stat. § 16A.124 requires payment within 30 days following receipt of an undisputed invoice, merchandise or service, whichever is later. The ordering entity is not required to pay the Contractor for any goods and/or services provided without a written purchase order or other approved ordering document from the appropriate purchasing entity. In addition, all goods and/or services provided must meet all terms, conditions, and specifications of the Contract and other ordering document and be accepted as satisfactory by the ordering entity before payment will be issued. Payments may be made via a Purchasing Entity's "Purchasing Card".

In the event an order is shipped incomplete (partial), the Purchasing Entity shall pay for each shipment as invoiced by the Contractor unless the Purchasing Entity has clearly specified "No Partial Shipments" on each Purchase Order.

C. Payment of Taxes

Payment of taxes for any money received under this agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's federal and state tax identification numbers. If a Purchasing Entity is not exempt from sales, gross receipts, or local option taxes for the transaction, the

Contractor shall be reimbursed by the Purchasing Entity to the extent of any tax liability assessed.

The State of Minnesota State agencies are subject to paying Minnesota sales and use taxes. Taxes for State agencies will be paid directly to the Department of Revenue using Direct Pay Permit #1114.

D. Invoices

Invoices shall be submitted to the Purchasing Entity at the address shown on the Purchase Order. Invoices shall match the line items on the Purchase Order.

7. Agreement Term

Pursuant to Minnesota law, the term of this Agreement shall be effective upon the date of final execution by the State of Minnesota, through August 31, 2012. The Agreement may be mutually renewed for two (2) additional one-year terms unless terminated pursuant to the terms of this Agreement.

8. Termination

The following provisions are applicable in the event that the agreement is terminated.

A. Termination for Convenience

At any time, the State may terminate this agreement, in whole or in part, by giving the Contractor (30) days written notice; provided, however, neither the State nor a Purchasing Entity has the right to terminate a specific purchase order for convenience after it has been issued if the product is ultimately accepted. At any time, the Contractor may terminate this Agreement, in whole or in part, by giving the WSCA/NASPO Contract Administrator sixty (60) days written notice. Such termination shall not relieve the Contractor of warranty or other Service obligations incurred under the terms of this Agreement. In the event of a cancellation, the Contractor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed and accepted.

B. Termination for Cause

Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice the breaching party has not corrected the breach or, in the case of a breach that cannot be corrected in thirty (30) days, begun and proceeded in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

C. A Purchasing Entity's Rights

In the event this Agreement expires or is terminated for any reason, a Purchasing Entity shall retain its rights in all Products and services accepted prior to the effective termination date.

D. The Contractor's Rights

In the event this Agreement expires or is terminated for any reason, a Purchasing Entity shall pay the Contractor all amounts due for Products and services ordered and accepted prior to the effective termination date or ordered before the effective termination date and ultimately accepted.

9. Non-Appropriation

The terms of this Agreement and any purchase order issued for multiple years under this Agreement is contingent upon sufficient appropriations being made by the Legislature or other appropriate governing entity. Notwithstanding any language to the contrary in this Agreement or in any purchase order or other document, a Purchasing Entity may terminate its obligations under this Agreement, if sufficient appropriations are not made by the governing entity at a level sufficient to allow for payment of the goods or services due for multiple year agreements, or if operations of the paying entity are being discontinued. The Purchasing Entity's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final and binding.

A Purchasing Entity shall provide sixty (60) days notice, if possible, of its intent to terminate for reason cited above. Such termination shall relieve the Purchasing Entity, its officers and employees from any responsibility or liability for the payment of any further amounts under the relevant Purchase Order.

10. Shipment and Risk of Loss

A. All deliveries shall be F.O.B. destination, prepaid and allowed, with all transportation and handling charges included in the price of the product and paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations.

B. Whenever a Purchasing Entity does not accept Products and returns them to the Contractor, all related documentation furnished by the Contractor shall be returned also. Unless otherwise agreed upon by the Purchasing Entity, the Contractor is responsible for the pick-up of returned Products. The Contractor shall bear all risk of loss or damage with respect to returned Products except for loss or damage directly attributable to the negligence of the Purchasing Entity.

C. Unless otherwise arranged between the Purchasing Entity and Contractor, all Products shall be shipped within _____to _____ days after receipt of a purchase order, by a reliable and insured shipping company.

11. Warranties

A. The Contractor agrees to warrant and assume responsibility for each Product that it licenses, or sells, to the Purchasing Entity under this Agreement. The Contractor agrees to take legal responsibility for the warranty and maintenance of all products furnished through this Agreement. Taking legal responsibility means the Contractor must provide warranty and maintenance call numbers, accept, process, and respond to those calls, and be legally liable for and pay for those warranty and maintenance (under warranty) activities. The Contractor acknowledges that the Uniform Commercial Code applies to this Agreement. In general, the Contractor warrants that:

1. The Product conform to the specific technical information about the Contractor's products which is published in the Contractor's product manuals or data sheets.
2. The product will meet mandatory specifications provided in writing to the Contractor prior to reliance by the Participating Entity on the Contractor's skill or judgment when it advised the Purchasing Entity about the Product's ability to meet those mandatory specifications.
3. The Product will be suitable for the ordinary purposes for which such Product is used,
4. The Product has been properly designed and manufactured for its intended use, and
6. The Product is free of significant defects in material and workmanship, or unusual problems about which the Purchasing Entity has not been warned.
7. Exhibit A contains additional warranties in effect as of the date of this Agreement. The warranties will be limited in duration to the time period(s) provided in Exhibit A. The warranties will not apply to use of a Product other than as anticipated and intended by the Contractor, to a problem arising after changes or modifications to the Products or operating system by any party other than the Contractor (unless expressly authorized in writing by the Contractor), or the use of a Product in conjunction or combination with other products or software not authorized by the Contractor. The following is a list of the warranties attached as **Exhibit A**:

   a) (**Insert title**)

   b) (**Insert title**)

   c) (**Insert title**)

B. Contractor may modify the warranties described in Exhibit A from time to time with the prior approval of the WSCA/NASPO Contract Administrator.

C. Warranty documents for Products manufactured by a third party shall be delivered to the Purchasing Entity with the Products.

12. Patent, Copyright, Trademark and Trade Secret Indemnification

A. The Contractor shall defend, at its own expense, the State of Minnesota, Participating and Purchasing Entities and their agencies against any claim that any Product or Service provided under this Agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against a Purchasing Entity based upon the Contractor's trade secret infringement relating to any Product or Service provided under this Agreement, the Contractor agrees to reimburse the Lead State for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the Lead State or Participating or Purchasing Entity shall:

1. Give the Contractor prompt written notice of any claim;
2. Allow the Contractor to control the defense or settlement of the claim; and
3. Cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any Products or Service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1. Provide a Purchasing Entity the right to continue using the Products or Services;
2. Replace or modify the Products or Services so that it becomes non-infringing; or
3. Accept the return of the Products or Service and refund an amount equal to the depreciated value of the returned Products or Service, less the unpaid portion of the purchase price and any other amounts, which are due to the contractor. The Contractor's obligation will be void as to any Products or Services modified by the Purchasing Entity to the extent such modification is the cause of the claim.

C. The Contractor has no obligation for any claim of infringement arising from:

1. The Contractor's compliance with the Purchasing Entity's or by a third party on the Purchasing Entity's behalf designs, specifications, or instructions;
2. The Contractor's use of technical information or technology provided by the Purchasing Entity;
3. Product modifications by the Purchasing Entity or a third party;
4. Product use prohibited by Specifications or related application notes; or

5. Product use with products that are not the Contractor branded.

13. Price Guarantees

The Purchasing Entities shall pay the lower of the prices contained in the PSS or an Announced Promotion Price, Educational Discount Price, General Price Reduction price, Trade-In price, Standard Configuration price or Per Transaction Multiple Unit Discount. Only General Price Reduction price decreases will apply to all subsequent Purchase Orders accepted by Contractor after the date of the issuance of the General Price Reduction prices.

The initial base-line, Cumulative, and Per Transaction Multiple Unit Discounts shall be submitted by the Contractor in a format agreeable to both parties prior to signing the Agreement. Once a cumulative volume has been reached, the increased price discount will apply to all future orders, until the next level of cumulative volume is reached.

14. Product and Service Schedule

The Contractor agrees to maintain the PSS in accordance with the following provisions:

A. The PSS prices for Products and services will conform to the guaranteed prices discount levels on file with WSCA/NASPO Contract Administrator for the following Products:

Insert appropriate Bands awarded.

B. The Contractor may change the price of any Product or Service at any time, based upon documented baseline price changes, but the guaranteed price discount levels shall remain unchanged during the agreed period unless or until prior approval is obtained from the WSCA/NASPO Contract Administrator. The Contract agrees that the PSS on the State's administration website shall contain a single, uniform WSCA price for configurations and items. Failure to comply with this requirement will be grounds for further action to be taken against the Contractor.

C. The Contractor may make model changes; add new Products, and Product upgrades or Services to the PSS in accordance with Item 15. Product Substitutions, below. The pricing for these changes shall incorporate, to the extent possible, comparable price discount levels approved by the WSCA/NASPO Contract Administrator for similar Products or Services.

D. The Contractor agrees to delete obsolete and discontinued Products from the PSS on a timely basis.

E. The Contractor shall maintain the PSS on a Contractor supplied Internet web site.

15. Product Substitutions

A. Substitution of units/configurations

MMD and the WSCA Directors acknowledge that individual units and configurations may stop being produced during the life of the resulting contracts. Substitution of different units and configurations will be permitted with the prior written approval of the WSCA/NASPO Contract Administrator. This substitution is at the sole discretion of the WSCA/NASPO Contract Administrator, subject only to review and approval of the WSCA/NASPO Contract Administrator.

B. Addition of units/configurations

MMD and the WSCA Directors acknowledge that with the evolution of technology, new, emerging units and configurations will develop. Addition of these new, emerging units may be permitted, with the prior approval of the WSCA/NASPO Contract Administrator and the WSCA Directors. The addition of new, emerging units and configurations is at the sole discretion of the WSCA/NASPO Contract Administrator, subject only to review and approval of the WSCA Directors.

16. Technical Support

The Contractor agrees to maintain a toll-free technical support telephone line. The line shall be accessible to Purchasing Entity personnel who wish to obtain competent technical assistance regarding the installation or operation of Products supplied by the Contractor during a product warranty period or during a support agreement.

17. Takeback and Other Environmental Programs

The Contractor agrees to maintain for the term of this Agreement, and all renewals/extensions thereof, programs as described in the following paragraphs.

A. Takeback/Recycling of CPUs, servers, monitors, flat panel displays, notebook computers, and printers. Costs are list on the web site.

B. Environment: Compliance with the following standards: Blue Angel, EcoLogo, Energy Star, EPEAT (by level), Green Guard, Nordic Swan, and TCO.

C. Product labeling of compliance with Items B & C above, as well as a identification of such information on the web site.

18. Product Delivery

Contractor agrees to deliver Products to Purchasing Entities within (insert number of days) (X) days after receipt of a valid Purchase Order, or in accordance with the schedule in the Purchasing Entity's Purchase Order.

19. Force Majeure

Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.

20. Records and Audit

Per Minn. Stat. § 16C.05, Subd. 5, the books, records, documents, and accounting procedures and practices of the Contractor and its employees, agents, or subcontractors relevant to the Contract or transaction must be made available and subject to examination by the contracting agency or its agents, the Legislative Audit and/or the State Auditor for a minimum of six years after the end of the Contract or transaction.

Unless otherwise required by other than Minnesota Purchasing Entity governing law, such records relevant to other Purchasing Entity transactions shall be subject to examination by appropriate government authorities for a period of three years from the date of acceptance of the Purchase Order.

21. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not employees of the State of Minnesota or of any participating entity. The Contractor has no authorization, express or implied to bind the Lead State, NASPO, WSCA or any participating entity to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the Lead State, NASPO, WSCA, or participating entity, except as expressly set forth herein. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the Lead State or Participating Entity as a result of this Agreement.

22. Use of Servicing Subcontractors

The Contractor may subcontract services and purchase order fulfillment and/or support in accordance with the following paragraphs. However, the Contractor shall remain solely responsible for the performance of this Agreement.

A. Reseller Agent, Service Provider or Servicing Subcontractors shall be identified individually or by class in the applicable Participating Addendum, or as noted in the Participating Addendum on the Purchasing Entities extranet site. The ordering and payment process for Products or Services shall be defined in the Participating Addendum.

23. Payments to Subcontractors

In the event the Contractor hires subcontractors to perform all or some of the duties of this Contract, the Contractor understands that in accordance with Minn. Stat. § 16A.1245 the Contract shall, within ten (10) days of the Contractor's receipt of payment from the State, pay all subcontractors and suppliers having an interest in the Contract their share of the payment for undisputed services provided by the subcontractors or suppliers. The Contracts is required to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid, undisputed balance of $100 or more will be $10. For an unpaid balance of less than $100, the amount will be the actual penalty due. A subcontract that takes civil action against the Contractor to collect interest penalties and prevails will be entities to its costs and disbursements, including attorney's fees that were incurred in bringing the action. The Contractor agrees to take all steps necessary to comply with said statute. A consultant is a subcontractor under this Contract. In the event the Contractor fails to make timely payments to a subcontractor, the State may, at its sole option and discretion, pay a subcontractor or supplier any amounts due from the Contractor and deduct said payment from any remaining amounts due the Contractor. Before any such payment is made to a subcontractor or supplier, the State shall provide the Contractor written notice that payment will be made directly to a subcontractor or supplier. If there are not remaining outstanding payments to the Contractor, the State shall have no obligation to pay or to see to the payment of money to a subcontractor except as may otherwise be required by law.

The Contractor shall ensure that the subcontractor transfers all intellectual or industrial property rights, including but not limited to any copyright it may have in the work performed under this Contract, consistent with the intellectual property rights and ownership sections of this Contract. In the event the Contractor does not obtain the intellectual property rights of the subcontractor consistent with the transfer of rights under this Contract, the State may acquire such rights directly from the subcontractor. Any and all costs associated with such a direct transfer may be deducted from any amount due the Contractor.

24. Indemnification, Hold Harmless and Limitation of Liability

The Contractor shall indemnify, protect, save and hold harmless the Lead State, Participating Entities, and its representatives and employees, from any and all claims or causes of action, including all legal fees incurred by the State arising from the performance of the Contract by the Contractor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contractor may have with the State's or Participating Entities' failure to fulfill its obligations pursuant to the Contract.

The State agrees that the Contractor, its principals, members and employees shall not be liable to the State for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the goods provided or services

performed hereunder for an aggregate amount in excess of $10,000,000 or the Contract amount, whichever is greater. This limitation of liability does not apply to damages for personal injury or death, or to Contractor's obligation to indemnify, defend and hold the State harmless against intellection property infringement or copyright claims under paragraph 12 of this Agreement. This indemnification does not include liabilities cause by the State's gross negligence, or intentional wrong doing of the State.

25. Amendments

Contract amendments shall be negotiated by the State with the Contractor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. This Agreement shall be amended only by written instrument executed by the parties. An approved Contract amendment means one approved by the authorized signatories of the Contractor and the State as required by law.

26. Scope of Agreement

This Agreement incorporates all of the agreements of the parties concerning the subject matter of this Agreement. No prior agreements, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

27. Severability

If any provision of this Contract, including items incorporated by reference, is found to be illegal, unenforceable, or void, by a court of competent jurisdiction then both the State and the Contractor shall be relieved of all obligations arising under such provision. If the remainder of this Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

28. Enforcement of Agreement/Waivers

A. No covenant, condition, duty, obligation, or undertaking contained in or made a part of this Contract shall be waived except by the written consent of the parties. Forbearance or indulgence in any form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the other party. Until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, the other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

B. Waiver of any breach of any provision of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

C. Neither party's failure to exercise any of its rights under this Contract will

constitute or be deemed a waiver or forfeiture of those rights.

29. Web Site Maintenance

A. The Contractor agrees to maintain and support an Internet website linked to the State's administration website for access to the PSS, service selection assistance, problem resolution assistance, billing concerns, configuration assistance, Product descriptions, Product specifications and other aids described in the RFP, and/or in accordance with instructions provided by the WSCA/NASPO Contract Administrator. The Contractor agrees that the approved PSS on the State's administration website shall contain a single, uniform WSCA price for configurations and items. Failure to comply with this requirement will be grounds for further action to be taken against the Contractor.

B. The Contractor agrees to maintain and support Participating State and Entity Internet websites for access to the specific Participating Entity PSS, as well as all other items listed in Item 29A. above. The website shall have the ability to hold quotes for 45 days, as well as the ability to change the quote.

C. The Contractor may provide electronic commerce assistance for the electronic submission of Purchase Orders, purchase order tracking and reports.

D. Once the website is approved, the Contractor may not make changes to the website without notifying the WSCA/NASPO Contract Administrator and receiving written approval of the changes.

30. Equal Opportunity Compliance

The Contractor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the state in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Contractor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by the contractor under this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

The Contractor certifies that it will remain in compliance with Minn. Stat. § 363.073 during the lift of the Contract.

31. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the Lead State. The construction and effect of any Participating Addendum or order against this Agreement shall be governed by and construed in accordance with the laws of the Purchasing Entity's state. Venue for any claim, dispute or action

concerning the construction and effect of the Agreement shall be in the Lead State. Venue for any claim, dispute or action concerning an order placed against this Agreement or the effect of a Participating Addendum or shall be in the Purchasing Entity's state.

32. Change in Contractor Representatives

Contractor shall appoint a primary representative to work with the WSCA/NASPO Contract Administrator to maintain, support and market this Agreement. The Contractor shall notify the WSCA/NASPO Contract Administrator of changes in any Contractor key personnel, in writing, and in advance if possible. The State reserves the right to require a change in Contractor's then-current primary representative if the assigned representative is not, in the opinion of the State, adequately serving the needs of the Lead State and the Participating Entities.

33. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the Lead State and Participating Entities, its officers and employees, from all contractual liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the Lead State or any Participating Entity to any obligation, unless the Contractor has express written authority to do so, and then only within the strict limits of the authority.

34. Data Practices

A. The Contractor and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 (and where applicable, if the state contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State to the Contractor and all data provided to the State by the Contractor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained or disseminated by the Contractor in accordance with this Contract that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

B. In the event the Contractor receives a request to release the data referred to in this article, the Contractor must immediately notify the State. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contractor or the State.

C. The Contractor agrees to indemnify, save, and hold the State of Minnesota, its agents and employees, harmless from all claims arising out of, resulting from,

or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Contract. In the event that the Contractor subcontracts any or all of the work to be performed under the Contract, the Contractor shall retain responsibility under the terms of this paragraph for such work.

35. Organizational Conflicts of Interest

A. The Contractor warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are not relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

- a Contractor is unable or potentially unable to render impartial assistance or advice to the State;
- the Contractor's objectivity in performing the work is or might be otherwise impaired; or
- the Contractor has an unfair competitive advantage.

B. The Contractor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Contract. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to the WSCA/NASPO Contract Administrator, the State may terminate the Contract for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contractor," and "WSCA/NASPO Contract Administrator" modified appropriately to preserve the State's rights.

36. Replacement Parts

Unless otherwise restricted in a Participating Addendum or maintenance service agreement, replacement parts may be manufacturer-certified refurbished parts carrying USA OEM warranties.

37. FCC Certification

The Contractor agrees that Equipment supplied by the Contractor meets all applicable FCC Certifications. Improper, falsely claimed or expired FCC certifications are grounds for termination of this Agreement for cause.

38. Site Preparation

A Purchasing Entity shall prepare and maintain its site in accordance with written instructions furnished by the Contractor prior to the scheduled delivery date of any Products and shall bear the costs associated with the site preparation.

39. Assignment

The Contractor shall not sell, transfer, assign, or otherwise dispose of this Contract or any portion hereof or of any right, title, or interest herein without the prior written consent of the State's authorized agent. Such consent shall not be unreasonably withheld. The Contractor shall give written notice to the State's authorized agent of such a possibility at least 30 days prior to the sale, transfer, assignment, or other disposition of this Contract. Failure to do so may result in the Contractor being held in default. This consent requirement includes reassignment of this Contract due to a change in ownership, merger, or acquisition of the Contractor or its subsidiary or affiliated corporations. This section shall not be construed as prohibiting the Contractor's right to assign this Contract to corporations to provide some of the services hereunder. Notwithstanding the foregoing acknowledgment, the Contractor shall remain solely liable for all performance required and provided under the terms and conditions of this Contract.

40. WSCA/NASPO Contract Administrator

The State shall appoint an WSCA/NASPO Contract Administrator whose duties shall include but not be limited to the following:

A. The WSCA/NASPO Contract Administrator may provide instructions concerning the contents of the Contractor's website.

B. The WSCA/NASPO Contract Administrator will facilitate dispute resolution between the Contractor and Purchasing Entities. Unresolved disputes shall be presented to the State for resolution.

C. The WSCA/NASPO Contract Administrator shall promote and support the use of this Agreement by NASPO members and other Participating Entities.

D. The WSCA/NASPO Contract Administrator shall advise the State regarding the Contractor's performance under the terms and conditions of this Agreement.

E. The WSCA/NASPO Contract Administrator shall receive and approve quarterly price agreement utilization reports and the administration fee payments.

F. The WSCA/NASPO Contract Administrator shall periodically verify the Product and Service prices in the PSS conform to the Contractor's volume price and other guarantees. The WSCA/NASPO Contract Administrator may require the Contractor to perform web site audits to accomplish this task.

G. The WSCA/NASPO Contract Administrator shall conduct annual Contractor performance reviews.

H. The WSCA/NASPO Contract Administrator shall maintain an Agreement administration website containing timely and accurate information.

41. Survival

The following rights and duties of the State and Contractor will survive the expiration or cancellation of the resulting Contract. These rights and duties include, but are not limited to Paragraph 12. Patent, Copyright, Trademark and Trade Secret Indemnification; Paragraph 20. Records and Audit; Paragraph 24. Indemnification, Hold Harmless, and Limitation of Liability; Paragraph 32, Governing Law; Paragraph 35. Data Practices; and Paragraph 52. Right to Publish.

42. Succession

This Agreement shall be entered into and be binding upon the successors and assigns of the parties.

43. Notification

A. If one party is required to give notice to the other under the Contract, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices shall be addressed as follows:

To MMD:

Department of Administration
Materials Management Division
Bernadette Kopischke, CPPB
Acquisitions Supervisor
50 Sherburne Avenue
112 State Administration Building
St. Paul, MN 55155
Fax: 651.297.3996
Email: bernie.kopischke@state.mn.us

44. Reporting and Fees

A. Administration Reporting and Fees

1. The Contractor agrees to provide monthly utilization reports to the WSCA/NASPO Contract Administrator by the 15th of the month following the end of the previous month. (Ex. Purchases during January are reported by the 15th of February; purchases made during February are reported by the 15th of March; etc.). The report shall be in the format developed by the Lead State and supplied to the Contractor prior to or upon execution of the Contract.

2. The Contractor agrees to provide quarterly Administrative Fee check payable to WSCA/NASPO for an amount equal to one-twentieth of one percent (0.0005) of the net sales for the period. The form to be submitted with the check, as well as the mailing address, will be supplied to the Contractor after the execution of the Contract. Payment shall be made in accordance with the following schedule:

Period End	**Report Due**
June 30	July 31
September 30	October 31
December 31	January 31
March 31	April 30

3. The Contractor agrees to include all Reseller Agent sales in the monthly utilization reports described above. In addition, the Contractor agrees to provide a supplemental Reseller Agent utilization report of the net sales for the period subtotaled by Purchasing Entity name, within Purchasing Entity state name by Reseller Agent Name.

4. The Contractor agrees to provide with the utilization report a supplemental report of the number and type of units taken back in a format to be mutually agreed to.

5. The utilization reports shall be submitted to the WSCA/NASPO Contract Administrator via electronic mail in a Microsoft Excel spreadsheet format, or other methods such as direct access to Internet or other databases.

6. If requested by the WSCA/NASPO Contract Administrator, the Contractor agrees to provide supporting Purchase Order detail records on mutually agreed magnetic media in a mutually agreed format. Such request shall not exceed twelve per year.

7. The failure to file the utilization reports and fees on a timely basis shall constitute grounds for the removal of the Contractor's primary representative, suspension of this Agreement or termination of this Agreement for cause.

8. The WSCA/NASPO Contract Administrator shall be allowed access to all reports from all Purchasing Entities.

B. Participating Entity Reports and Fees

1. Participating Entities may require an additional fee be paid directly to the State on purchases made by Purchasing Entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments shall be incorporated in to the Participating Addendum that is made a part of this Agreement. The Contractor may adjust PSS pricing accordingly for purchases made by Purchasing

Entities within the jurisdiction of that State. All such agreements shall have no affect whatsoever on the WSCA fee or the prices paid by the Purchasing Entities outside the jurisdiction of the State requesting the additional fee.

2. Purchasing Entities will be encouraged to use the reporting format developed by the lead State for their reporting needs. However, the Contractor agrees to provide additional reports to Purchasing Entities upon agreement by both parties as to the content and delivery methods of the report. Methods of delivery may include direct access to Internet or other databases.

3. Each State Purchasing Entity shall be allowed access to reports from all entities within that State.

45. Default and Remedies

A. Any of the following shall constitute cause to declare this Agreement or any order under this Agreement in default:

1. Nonperformance of contractual requirements; or

2. A material breach of any term or condition of this Agreement.

B. A written notice of default, and an opportunity to cure, shall be issued by the party claiming default, whether the Lead State (in the case of breach of the entire Agreement), a Participating Entity (in the case of a breach of the participating addendum), the Purchasing Entity (with respect to any order), or the Contractor. Time allowed for cure shall not diminish or eliminate any liability for liquidated or other damages.

C. If the default remains after the opportunity for cure, the non-defaulting party may:

1. Exercise any remedy provided by law or equity;

2. Terminate the Agreement, a Participating Addendum, or any portion thereof, including any Purchase Orders issued against the Agreement;

3. Impose liquidated damages, as specified in a Participating Addendum;

4. In the case of default by the Contractor, and to the extent permitted by the law of the Participating State or Purchasing Entity, suspend Contractor from receiving future solicitations.

5. Charge the defaulting Contractor the full increase in cost and administrative handling to purchase the product or service from another Contractor.

D. The MMD reserves the right, upon approval of the WSCA Directors, to develop and implement a step-by-step process to deal with Contractor failure to perform issues.

46. Audits

A. The Contractor agrees to assist the WSCA/NASPO Contract Administrator or designee with web site Product and pricing audits based on mutually acceptable procedures.

1. The product audit will closely monitor the products and services listed on the website to insure they comply with the approved products and services. The addition of products or services not approved by the WSCA/NASPO Contract Administrator will not be tolerated and may be considered a material breach of this Agreement.

B. Upon request, the Contractor agrees to assist Participating Entities with invoice audits to ensure that the Contractor is complying with this Agreement in accordance with mutually agreed procedures set forth in the Participating Addendum.

47. Extensions

If specifically authorized by provision in a Participating Addendum, Contractor may, at the sole discretion of Contractor and in compliance with the laws of the Participating State, offer Products and services to non-profit organizations, private schools, Native American governmental entities, government employees and students within the governmental jurisdiction of the entity completing the Participating Addendum with the understanding that the governmental entity has no liability whatsoever concerning payment for products or services.

48. Sovereign Immunity

The State does not waive its sovereign immunity by entering into this Contract and fully retains all immunities and defenses provided by law with regard to any action based on this Contract.

49. Ownership

A. Ownership of Documents/Copyright. Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms, prepared by the Contractor in the performance of its obligations under the Contract and paid for by the State shall be the exclusive property of the State and all such material shall be remitted to the State by the Contractor upon completion, termination or cancellation of the Contract. The Contractor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contract's obligations under the Contract without the prior written consent of the State.

B. Rights, Title and Interest. All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trade marks, and service marks in the said documents that the Contractor conceives or originates, either individually or jointly with others, which arise out of the

performance of the Contract, will be the property of the State and are, by the Contract, assigned to the State along with ownership of any and all copyrights in the copyrightable material. The Contractor also agrees, upon the request of the State, to execute all papers and perform all other acts necessary to assist the State to obtain and register copyrights on such materials. Where applicable, works of authorship created by the Contractor for the State in performance of the Contract shall be considered "works for hire" as defined in the U.S. Copyright Act.

50. Prohibition Against Gratuities

A. The State may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Contract if it is found by the State that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor or any employee, agent, or representative of the Contractor to any officer or employee of the State with a view toward securing this Contract, or securing favorable treatment with respect to the award or amendment of this Contract, or the making of any determinations with respect to the performance of this Contract.

B. The Contractor certifies that no elected or appointed official or employee of the State has benefited or will benefit financially or materially from this Contract. This Contract may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned individuals from the Contractor, its agent, or its employees.

51. Antitrust

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

52. Right to Publish

A. Any publicity given to the program, publications or services provided resulting from the Contract, including but not limited to notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor, or its employees individually or jointly with others, or any subcontractors or resellers shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Contract prior to its approval by the WSCA/NASPO Contract Administrator.

B. The Contractor shall not make any representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of this Contract without the prior written consent of the WSCA/NASPO Contract Administrator. Representations include any publicity,

including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

53. Performance While Dispute is Pending

Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under this Contract that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under this Contract, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

54. Hazardous Substances

To the extent that the goods to be supplied to the Purchasing Entity by the Contractor contain or may create hazardous substances, harmful physical agents as set forth in applicable State and federal laws and regulations, the Contractor must provide the Purchasing Entity, upon request, with Material Safety Data Sheets regarding those substances (including mercury).

55. Customer Satisfaction/Complaint Resolution

A. The Contractor's process for resolving complaints concerning products, support, and billing problems is attached as **Exhibit B.**

B. The Contractor will survey its customers in each Participating State approximately two (2) months prior to the annual meeting with the Contract Administrator using, at a minimum, the survey questions provided by the State.

56. Value Added Services

The Contractor is expected to provide such services as installation, training, and software imaging upon request of the Purchasing Entity. Additional Value Added Services offered by the Contractor are attached as **Exhibit C**.

57. E-Rate Program

The Contractor's E-Rate identification number and list of E-Rate qualifying products is `as follows:

The Contractor shall make every effort to continue its involvement in this program and to add products as applicable.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date of execution by the State of Minnesota Commissioner of Administration, below.

Signature Block Purposely NOT Provided. Signature of Contractor, the Materials Management Division and the Commissioner are required before a contract is valid.

PARTICIPATING ADDENDUM

for

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

MASTER PRICE AGREEMENT NUMBER

With

(Contractor's Name)

and

(Participating Entity Name)

(Contract Number)

1. Scope

(Briefly describe the jurisdiction of the governmental entity. If the jurisdiction includes all the governmental entities within an entire state, a statement to that effect will suffice)

2. Changes:

(Insert specific changes or a statement that no changes are required)

3. Primary Contact:

The primary participating entity contact for this participating addendum is as follows:

Name

Participating Entity Name

Address

Telephone:

Fax:

E-mail:

4. Servicing Subcontractors:

The following servicing contractors are authorized:

(**Insert servicing subcontractors' name or include a statement such as all contractor authorized business partners in the State of** _____)

This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect

to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by Contractor below.

Signatures as required by State Statutes, Rules or Policies

APPENDIX B

PRICING CONFIGURATION FORMS

BASE LINE – SINGLE UNIT PRICING

SEE ATTACHED EXCEL SPREADSHEETS LABELED
APPENDIX B – PRICING CONFIGURATION FORMS – BASE LINE PRICING

APPENDIX C

PRICING CONFIGURATION FORMS

PREMIUM SAVINGS CONFIGURATION PRICING

SEE ATTACHED EXCEL SPREADSHEETS LABELED
APPENDIX C, PRICING FORMS, PREMIUM SAVINGS CONFIGURATIONS.

APPENDIX D

Mandatory Requirements Checklist

Yes / No Responders shall deliver one original and three (3) identical copies of their proposal to the WSCA/NASPO Contract Administrator to the location specified Section II, Paragraph B6 on or before the closing date and time for receipt of proposals. One (1) additional, identical copy shall be delivered to each state representative as specified in Section II, Paragraph B5. Electronic copies must be submitted to the WSCA/NASPO Contract Administrator and each state representative.

Yes / No The proposal must be organized and indexed as specified in Section III, Paragraph C1.

Yes / No Each proposal must be accompanied by a letter of transmittal. This letter of transmittal MUST:

a) identify the submitting organization;
b) identify the name and title of the person authorized by the organization to contractually obligate the organization;
c) identify the name and title of the person authorized to negotiate the contract on behalf of the organization;
d) identify the names, titles, and telephone numbers of persons to be contacted for clarification;
e) explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II;
f) be signed by the person authorized to contractually obligate the organization; and
g) acknowledge receipt of any and all amendments to this RFP.

Refer to Section IV, Paragraph B2 for additional information to be included in the Transmittal Letter.

SPECIFICATIONS
(Mandatory)
Section IV, Paragraph B

Yes / No <u>Corporate Overview</u>
Responders provide a brief history and description of their company including but not limited to Facilities, Personnel, State Contracts, Organization, Complaint Resolution, Preference Programs, Agent Reseller Usage, and Financial Strength.

Yes / No Customer Satisfaction, Value Added Services, E-Rate Program
Responders must submit responses to the information requested in Section IV, Paragraphs B2c, d, and e.

Yes / No Reporting
Responders must agree to provide quarterly utilization reports to the agreement Administrator based upon the schedule and minimum content as described in Paragraph 45 of the Price Agreement, Appendix A. Responders must describe their ability and commitment to meet this requirement

Yes / No Electronic Commerce
Responders must describe their ability to provide and maintain, at a minimum, an Internet web site that contains the items listed in Section IV, Paragraph B4, plus a description of electronic processing and auditing.

Yes / No Primary Account Representative
Responders must identify by name and location both the proposed primary account representative who will be responsible for the performance of the Master Price Agreement. A resume must be included for the named individual.

Yes / No References
Responders must submit five (5) written letters of reference from current or previous states or other larger governmental (not federal) entities that have or are currently receiving similar products and services to those proposed by the Responder for this solicitation. In addition to the letter of reference, each reference must include the name of the contact person, street address, telephone number, e-mail address and description of products and services provided.

Yes / No Rollout and Marketing Plan
Responders must submit a thorough rollout plan as part of the proposal. At a minimum, the response should include a description of the methodology (mailings, meetings, seminars, press releases, personal contacts) proposed, dates and location of activities, and a Gantt chart including tasks to be performed and the timeframe for the completion of each task.
Responder must identify the contracting personnel who will be assisting states with the completing and processing of Participating Addenda. A resume must be included in the Responders proposal for the first five named individuals.

Yes / No Website Demonstration
If selected as a Qualified Responder, the Responder agree to demonstrate the proposed website (the one actually proposed to be used for Purchasing Entities). The proposed primary account manager or representative is expected to conduct the presentation to demonstrate their Internet web site functions to the Evaluation Committee. A statement of acknowledgement and concurrence with this requirement is required.

Yes / No Pricing Level and Guarantee
Responders must submit with their proposal a narrative that describes the baseline (published) pricing and the initial pricing level discount that is proposed, by type or category of Products and services as reflected in the PSS. The response to this specification must be in the form of a percentage discount from a published or base line price listing. Responders must describe the base line pricing and provide information where the baseline pricing may be accessed and verified.

Yes / No Products and Services Schedule
Responders must submit with their proposals a complete Product and Services Schedule including all the Services and Equipment offered for education, state and local government procuring agencies at the initial pricing level stated in response to the previous specification. The PSS may be submitted in Microsoft Word or Excel format on a flash drive or a CD or web page (provide URL).

Yes / No Revised Price Agreement/Proposal
Responders must submit with their proposal a flash drive or CD that contains the proposed revised Master Price Agreement terms and conditions and the entire proposal. Both documents shall be in Microsoft Word format. The revised Master Price Agreement shall have the changes highlighted.

Yes / No Takeback and other Environmental Programs
Responders must clearly respond to the information requested in Section IV, Paragraph B14a, B14b, B14c, B14d, B14e, and B14f; and fill in the chart shown immediately following B14f.

Yes / No Cost (SEALED)
Responders must complete the Pricing Configuration Form(s) found in Appendices B and C and submit them with their proposal.

APPENDIX E

MASTER PRICE AGREEMENT SALES TOTALS BY CALENDAR YEAR

WSCA/NASPO PC Contracts 1999-2009 Detailed Sales Analysis
As reported from 1 July 1999 through 30 June 2008

		CY '99		
		CY Total	$16,856,370.07	
		Q3	**Q4**	
		$ 2,749,091.00	$14,107,279.07	
		CY '00		
		CY Total	$366,825,446.72	
	Q1	**Q2**	**Q3**	**Q4**
	$55,320,471.99	$75,458,808.31	$138,365,351.90	$97,680,814.52
		CY '01		
		CY Total	$884,624,416.00	
	Q1	**Q2**	**Q3**	**Q4**
	$111,056,222.80	$190,450,949.80	$301,256,649.70	$281,860,593.70
		CY '02		
		CY Total	$1,672,227,895.20	
	Q1	**Q2**	**Q3**	**Q4**
	$288,013,081.70	$490,091,470.10	$508,834,923.90	$385,288,419.50
		CY '03		
		CY Total	$1,651,262,991.70	
	Q1	**Q2**	**Q3**	**Q4**
	$355,090,205.70	$573,899,306.60	$412,950,567.10	$309,322,912.30

		CY '04		
		CY Total	$2,193,057,830.00	
	Q1	**Q2**	**Q3**	**Q4**
	$401,053,730.00	$693,818,237.00	$613,088,845.00	$485,097,018.00
		CY '05		
		CY Total	$2,294,910,232.02	
	Q1	**Q2**	**Q3**	**Q4**
	$677,289,482.00	$650,786,462.30	$557,447,074.63	$409,387,213.09
		CY '06		
		CY Total	$2,006,984,092.39	
	Q1	**Q2**	**Q3**	**Q4**
	$401,769,535.10	$665,803,488.10	$556,205,586.29	$383,205,482.90
		CY '07		
		CY Total	$2,302,877,952.25	
	Q1	**Q2**	**Q3**	**Q4**
	$435,230,781.98	$762,766,553.34	$664,437,882.57	$440,442,734.36
		CY '08		
		CY Total	$1,526,315,108.48	
	Q1	**Q2**	**Q3**	**Q4**
	$640,759,224.00	$885,555,884.48		
		Grand Total =	**$18,682,636,494.99**	

APPENDIX F

MINNESOTA, WSCA/NASPO REQUEST FOR PROPOSALS FROM MANUFACTURERS OF PERSONAL COMPUTER EQUIPMENT AND RELATED DEVICES

RFP QUESTION FORM

Please use this form to ask questions about the RFP. Submit ONE form for each question. Answers to questions will be posted on the MMD website and will be sent to all Vendors who have downloaded a copy of the RFP from the MMD website. Questions will NOT BE attributed, if the form and the instructions are followed. Dates for submission of questions and when answers will be provided are in Section II, Paragraph A of the RFP.

Firm: Representatives Name: Date Submitted:

Question Number _____ : (number questions consecutively for your firm)
RFP Section/Paragraph/Appendix Reference _____:
(provide the exact reference to the RFP section/paragraph/appendix being questioned - DO NOT reference "page number" since those change with each printer used to print the document)
Question: (be as specific and detailed, but brief, as possible, Minnesota will not provide opinion or interpretation of contract law or statute or law; Minnesota may choose not to respond to a question at its option and will simply say ("**Minnesota chooses not to respond**.")

Submit questions by the deadline indicated in Section II, Paragraph A. as an email attachment as a Word document to:

MMDITTeam@state.mn.us, and to Bernie.kopischke@state.mn.us

APPENDIX G

State Of Minnesota – Affirmative Action Data Page (For responses in excess of $100,000 only)
If your response to this solicitation is or could be in excess of $100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. **It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.**

BOX A - For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to Box B.
Your response will be rejected unless your business:

1. has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

-or-

has submitted an affirmative action plan to the MDHR, which the department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

☐ We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C**. **Include a copy of your certificate with your response.**

☐ We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____(date). [If the date is the same as the response due date, indicate the time your plan was received: _____(time). **Proceed to BOX C.**

☐ We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be reviewed and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B - For those companies not described in BOX A

Check below

☐ We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

BOX C - For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the Responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company:_____
Authorized Signature:_____
Printed Name:_____
Title:_____
Date:_____
Telephone Number:_____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section
Mail: 190 East 5th Street, Suite 700 TC Metro: (651) 296-5663 Toll Free: 800-657-3704
St. Paul, MN 55101 Fax: (651) 296-9042 TTY: (651) 296-1283
Website: www.humanrights.state.mn.us
Email: employerinfo@therightsplace.net

APPENDIX H

Trade Secret Information Form

Under Minnesota's Data Practices Act, data submitted in bids or proposals becomes public upon completion of the evaluation process for proposals and negotiations are complete, or upon completion of the selection process for bids. However, "trade secret information" as defined in Minn. Stat. §13.37, subd. 1(b), cannot be disclosed to the public. While the majority of data submitted in bids and proposals is not trade secret information, the following form is needed to assist the state in making appropriate determinations about the release of data provided in a bid or proposal.

All Responders must select one of the following boxes:

□ My bid/proposal **does not** contain "trade secret information." I understand that my entire bid/proposal will become public record in accordance with Minnesota Stat. §13.591.

□ My bid/proposal **does** contain trade secret information because it contains data that:
1. is a formula, pattern, compilation, program, device, method, technique or process; **AND**
2. is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy; **AND**
3. derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

Complete only if trade secret status is asserted:

I am claiming that aspects of my bid/proposal contain trade secret information. I have completed the following:

□ I have clearly marked and placed any data I claim to be "trade secret information" in a separate envelope **AND** I am attaching an explanation justifying the trade secret designation.

Please note that failure to attach an explanation may result in a determination that the data does not meet the statutory trade secret definition. All data for which trade secret status is not justified will become public in accordance with Minn. Stat. § 13.591.

By submitting this bid/proposal, Responder agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the state's withholding of data based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the state in defending such an action.

APPENDIX I

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION

AFFIDAVIT OF NONCOLLUSION

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);

2. That the attached response for Personal Computer Equipment and Related Devices has been developed by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the RFP, designed to limit fair or open competition;

3. That the contents of the response have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the responses; and

4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

   Authorized Signature:

   Date:

   Firm Name:

Subscribed and sworn to me this _____ day of

Notary Public

My commission expires

APPENDIX J
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION
ENVIRONMENTAL REPORTS

ENVIRONMENTAL PRODUCTS AND SERVICES

Environmental Characteristics for Reporting Purposes. The State desires to purchase environmentally responsible goods and services where practicable. To identify these products and report the purchasing results, the State must know the environmentally responsible characteristics of the goods and services offered. Using the list of environmental codes below, specify which line items have environmentally responsible characteristics and enter the appropriate environmental code. The environmental codes* are:

EE	=	Energy Efficient	EM	=	Remanufactured
LT	=	Less Toxic	RE	=	Repair
PB	=	Plant-based	US	=	Used
RB	=	Rebuilt	WC	=	Water Conserving
RC	=	Recycled Content (post-consumer: _____ %)	MU	=	Multiple Codes Specify: _____
			TO	=	Other Specify:_____
RK	=	Reduced Packaging	NO	=	None

Enter the appropriate environmental code for each item offered, either after the description of the item, or after the price.

If all goods and services offered are the same environmental code, enter it here: _____

If none of the items being offered have environmental characteristics, please check and initial here: □_____.

*See the next page for definitions of the environmental codes to assist in coding products by the line item.

Mercury: As per Minnesota Statutes, the State cannot buy mercury in thermometers and certain other products. Please certify below if your product does or does not contain mercury. The actual product specification will stipulate if mercury is prohibited.

Does your product contain mercury? □ Yes □ No

If yes, list the components that contain mercury:

Environmental Codes Definitions

EE (Energy Efficient) - A product that uses less energy (either electricity or fossil fuel) to accomplish its task relative to a comparable product or to an earlier version of the same product by the same manufacturer.

LT (Less Toxic) - A product containing a smaller amount of toxic substances relative to a comparable product or a product reformulated to be less toxic.

PB (Plant-Based) - A product derived from renewable resources, including fiber crops (such as kenaf); chemical extracts from oilseeds, nuts, fruits and vegetables (such as corn and soybeans); agricultural residues (such as wheat straw and corn stove); and wood wastes generated from processing and manufacturing operations. These products stand in contrast to those made from fossil fuels (such as petroleum) and other less renewable resources (such as virgin timber).

RB (Rebuilt) - A product refurbished to a level less than a total remanufacture. The warranty is by the rebuilder, and may be different from the same product when new or remanufactured. Also called reconditioned or refurbished.

RC (Recycled Content) - A product containing materials that have been recovered or diverted from the solid waste stream after consumer use (post-consumer).

RK (Reduced Packaging) - A product presented for use with less packaging or alternative methods of packaging or shipping.

EM (Remanufactured) - A product restored to its original condition by extensive rebuilding, usually given an equal or better warranty than a new product.

RE (Repair) - A product that has had a defect corrected and can again serve its original function. Repairing is a less comprehensive process than either remanufacturing or rebuilding.

US (Used) - A product used or owned before without further manufacture.

WC (Water Conserving) - A product that requires less water to operate or to manufacture than a comparable product, or a different version of the same product from the same manufacturer.

MU (Multiple Codes) - A product that has several significant environmentally responsible characteristics, and could be classified under more than one code, but not one code is predominant.

TO (Other) - A product having environmentally responsible characteristics that does not fit into any of the categories listed above.

APPENDIX K

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION

TAXPAYER IDENTIFICATION

The Contract Vendor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Contract Vendor to file tax returns and pay delinquent tax liabilities, if any (Minn. Stat. § 270.66).

Firm Name: _____

Address: _____

_____

_____

Federal Employer ID Number or Social Security: _____

Minnesota State Tax ID Number: _____

Minnesota Vendor Registration Number: _____

If you are not registered as a vendor to the State, you may register online at www.mmd.admin.state.mn.us/mn02000.htm. (Note: If approved, you will receive your vendor number three business days after you register.)

Are you a sole proprietorship? _____ Yes _____ No

Are you an independent contractor? _____ Yes _____ No

APPENDIX L

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION
State of Minnesota — Immigration Status Certification

By order of the Governor's Executive Order 08-01, vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

E-Verify program information can be found at http://www.dhs.gov/ximgtn/programs.

If any response to a solicitation is or could be in excess of $50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and

2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone Number: _____

Printed Name: _____ Title: _____

If the contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the contract, and/or suspending or debarring the contract vendor from state purchasing.

For assistance with the *E-Verify* Program
Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

For assistance with this form, contact:
Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155
E-mail: MMDHelp.Line@state.mn.us
Telephone: 651.296.2600
Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

APPENDIX M

Potential Participating State-Specific Terms and Conditions

The following language is being presented for informational purposes only, and will not be part of the evaluation of the responses to the RFP. Potential Contractors are being made aware of this language as it will be required in any Participating Addendum negotiated with these States.

OHIO TERMS AND CONDITIONS TO BE ADDED TO THE WSCA RFP

Use of MBE and EDGE Vendors. The State of Ohio encourages Contractor to provide goods and services through State of Ohio Minority Business Enterprises (MBE) and Encouraging Diversity, Growth and Equity (EDGE) vendors.

Contractor's Revenue Share. The Contractor must pay the State a share of the sales transacted under this Contract. The Contractor must remit the revenue share in US dollars within 30 days after the end of the quarterly reporting period. The revenue share that the Contractor must pay equals .0075 of the total quarterly sales reported. The revenue share is included in the prices reflected on Exhibit I and reflected in the total amount charged to ordering activities, and the Contractor may not add a surcharge to orders under this Contract to cover the cost of the revenue share.

The Contractor must remit any amount due as the result of a quarterly or closeout report at the time the quarterly or closeout report is submitted to the Office of Information Technology. The Contractor also must pay the revenue share by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the applicable State Term Contract Number, total report amount, and reporting period covered.

The Contractor must make each check payable to "Treasurer, State of Ohio", and forward it to the following address:

Department of Administrative Services
Office of Finance
30 East Broad Street, Suite 4060
Columbus, Ohio 43215 – 3414

If the full amount of the revenue share is not paid within 30 days after the end of the applicable reporting period, the non-payment will constitute a contract debt to the State. The State may setoff any unpaid revenue share from any amount owed to the Contractor under this Contract and employ all other remedies available to it under Ohio law for the non-payment of the revenue share. Additionally, if the Contractor fails to pay the revenue share in a timely manner, the failure will be a breach of this Contract, and the State may terminate this Contract for cause and seek damages for the breach.

OBM Certification. None of the rights, duties, or obligations in this Contract will be binding on the State, and the Contractor will not begin its performance, until all of the following conditions have been met:

1. All statutory provisions under the Ohio Revised Code, including Section §126.07, have been met.
2. All necessary funds are made available by the appropriate state agencies.
3. If required, approval of this Contract is given by the Controlling Board of Ohio; and
4. If the State is relying on Federal or third-party funds for this Contract the State gives the Contractor written notice that such funds have been made available.

Ethics, Executive Order, Political Contributions. The Independent Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws.

In accordance with Executive Order 2007-01S, Independent Contractor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Independent Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract or grant and may result in the loss of other contracts or grants with the State of Ohio.

The Independent Contractor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

Equal Employment Opportunity. The Contractor will comply with all state and federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Equal Opportunity Departments web site: http://www.das.ohio.gov/Eod/AAEEO.htm

Declaration of Material Assistance/Non-Assistance to a Terrorist Organization. In accordance with R.C. 2909.33(C), Contractor certifies that it meets one of the following conditions:

(a) Contractor has **not** received, nor will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars ($100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year; or

(b) (1) Contractor has received, or will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars ($100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year; and

(2) Contractor has either precertified with the Office of Budget and Management, or has completed the attached Declaration of Material Assistance form certifying that Contractor has not provided material assistance to any organization on the Terrorist Exclusion List, as that term is defined in R.C. 2909.21.

Contractor's Warranty Against an Unresolved Finding for Recovery. Contractor warrants that it is not subject to an unresolved finding for recovery under ORC §9.24. If the warranty was false on the date the parties signed this Contract, the Contract is void *ab initio*.

Contractor Disclosure; Location of Services, Data. As part of this Agreement, Contractor shall disclose the following:

1. The location (s) where all services will be performed; and
2. The location(s) where any state data applicable to the contract will be maintained or made available; and
3. The principal location of business for the contractor and all subcontractors.

Contractor shall not, during the performance of this Contract, change the location(s) of the country where the services are performed or change the location(s) of the country where the data is maintained or made available without prior written approval of the State.

Drug Free Workplace. The Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall make a good faith effort to ensure that all its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

Invoice Requirements. The Contractor must submit an original invoice with three (3) copies to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information:

1. The purchase order number authorizing the delivery of products or services.

2. A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the products and services. If the invoice is for a lease, the Contractor must also include the payment number (e.g., 1 of 36).

If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of the Contractor's information.

Payment Due Date. Payments under this Contract will be due on the 30th calendar day after the later of:

1. The date of actual receipt of a proper invoice in the office designated to receive the invoice, or the date the service is delivered and accepted in accordance with the terms of this Contract.

2. The date of the warrant issued in payment will be considered the date payment is made. Interest on late payments will be paid in accordance with Ohio Revised Code Section §126.30.

COLORADO TERMS AND CONDITIONS TO BE ADDED TO THE WSCA RFP

1. **CONTROLLER'S APPROVAL. CRS §24-30-202 (1)**. This contract shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

2. **VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [Not Applicable to Intergovernmental Agreements]** The State Controller may withhold payment of certain debts owed to State agencies under the State's vendor offset intercept system for: (**a**) unpaid child support debts or child support arrearages; (**b**) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et. seq.; (**c**) unpaid loans due to the Student Loan Division of the Department of Higher Education; (**d**) amounts required to be paid to the Unemployment Compensation Fund; and (**e**) other unpaid debts certified by the State Controller as owing to the State as a result of final agency determination or judicial action.

3. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00**. No State or other public funds payable under this contract shall be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies that, for the term of this contract and any extensions, Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

4. **INSURANCE.**

The Contractor shall obtain, and maintain at all times during the term of this agreement, insurance in the following kinds and amounts:

a. Worker's Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of the contractor's employees acting within the course and scope of their employment.

b. Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;
ii. $1,000,000 general aggregate;
iii. $1,000,000 products and completed operations aggregate; and
iv. $50,000 any one fire.

If <u>any</u> aggregate limit is reduced below $1,000,000 because of claims made or paid, the contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the State a certificate or other document satisfactory to the State showing compliance with this provision.

c. Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: $1,000,000 each accident combined single limit.

23.2 The State of Colorado shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). Coverage required of the contract will be primary over any insurance or self-insurance program carried by the State of Colorado.

23.3 The Insurance shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the State by certified mail.

23.4 The contractor will require all insurance policies in any way related to the contract and secured and maintained by the contractor to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.

23.5 All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the State.

23.6 The contractor shall provide certificates showing insurance coverage required by this contract to the State within 7 business days of the effective date of the contract, but in no event later than the commencement of the services or delivery of the goods under the contract. No later than 15 days prior to the expiration date of any such coverage, the contractor shall deliver the State certificates of insurance evidencing renewals thereof. At any time during the term of this contract, the State may request in writing, and the contractor shall thereupon within 10 days supply to the State, evidence satisfactory to the State of compliance with the provisions of this section.

23.7 Notwithstanding subsection a of this section, if the Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS 24-10-101, et seq., as amended ("Act"), the contractor shall at all times during the term of this contract maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the State, the contractor shall show proof of such insurance satisfactory to the State.

APPENDIX B

PRICING CONFIGURATION FORMS

BASE LINE PRICING

BAND 1 - SERVERS

Price Configuration One - Rack Mount Server Specifications

Specification - Minimum Requirement	Manufacturer's Proposal
Two Processor Sockets	
Processor - Two Intel Xeon 2.5 GHz (E5420) Quad Core	
Front Side Bus Speed - 1333 MHz	
Chipset - Intel 5000P	
RAM - 4 GB memory	
RAM speed - PC2-5300/667 MHz	
RAM - Total capability - 16 GB	
RAM - total capacity - 32 GB	
RAM - memory slots - 8	
Hard Drives installed - 2 hard disk 72 GB SAS 10K	
Hard dDrives - hot swappability	
Internal disk capability - 4 internal hard disks (2.5" form factor)	
Disk controller - Smart Array E200	
RAID controller - RAID 0/1/1+0	
Optical Drive - DVD-ROM drive	
Network - Dual Port GB Ethernet network interface 10/100/1000	
Slots - 2 PCI-X or PCIe	
PCI slot speed - 133 MHz	
Video Port - VGA or DVI	
Keyboard - PS/2 or USB keyboard port	
Mouse - PS/2 or USB mouse port	
USB - 2 USB 2.0 ports	
Form factor - Rack mountable	
Device Height - 2U	
Rack hardware - rails for rack mounting included	
Warranty - Three year next working day on site warranty, St. Paul, Minnesota	
Manufacturer Model Name & Number	
Manufacturer's List Price	$
Percentage Discount	
TOTAL CONFIGURATION PRICE	$

BAND 1 - SERVERS

Price Configuration Two - Tower Server Specifications

Specification - Minimum Requirement	Manufacturer's Proposal
Two Processor sockets	
Processor - One Intel Xeon 2.5 GHz (E5420) Quad Core	
Front Side Bus speed - 1333 Mhz	
Chipset - Intel 5000Z	
RAM - 4 GB	
RAM speed - PC2-5300/667 MHz	
RAM - total capability - 16 GB	
RAM - total capacity - 32 GB	
RAM memory slots - 8	
Hard Drives - 2 hard disk 72 GB SAS 10K (2.5" form factor)	
Hard drives - hot swappable	
Internal disk capability - house 4 internal hard disks	
Disk controller - E200i Smart Array	
RAID controller (RAID 0/1/1+0)	
Optical Drive - DVD-ROM drive	
Network - Dual Port GB Ethernet netwrok interface 10/100/1000	
Slots - 2 PCI-X or PCIe	
PCI slot speed - 2-100 MHZ	
Video Port - VGA or DVI	
Keyboard - PS/2 or USB keyboard port	
Mouse - PS/2 or USB keyboard port	
USB - 2 USE 2.0 ports	
Form factor - Tower, convertible to rack mount	
Warranty - Three year next working day on site warranty, St. Paul, Minnesota	
Manufacturer Model Name & Number	
Manufacturer's List Price	$
Percentage Discount	
TOTAL CONFIGURATION PRICE	$

BAND 2 - WORKSTATIONS

Price Configuration Three - Standard Desktop PC Specifications

Specification - Minimum Requirement	Manufacturer's Proposal
Operating System - Windows Vista Business	
Processor - Intel Core2Duo processor 2.3 GHz (E6550)	
Cache - 4 MB	
Front Side Bus speed - 1333 MHz	
Chipset - Intel Q35 Express chipset	
RAM - 2 GB memory DDR2 two open slots	
RAM speed - 667 MHz	
Hard Drive - 80 GB SATA hard drive 7200 rpm	
Hard Drive - 3.0-Gb/s 8 MB Cache	
Integrated sound	
Network - Integrated Ethernet 10/100/1000	
Optical Drive - CD-RW/DVD-ROM combo	
Case - small form factor	
PCI slots - Two open PCI slots	
PCI X-1 slots - One open PCI Express X-1 slot	
PCI X-16 slots - One open PCI Express x-16 slot	
Diskette drive (3.5 inch), specify if standard	
Integrated video	
Keyboad - Standard 104-key keyboard	
Optical mouse	
Input - One parallel and one serial port	
P/S 2 keyboard port	
P/S 2 mouse port	
USB - Six USB 2.0 ports	
Three year next working day on site warranty, St. Paul, Minnesota	
Energy Star compliant per v4.0 Tier 1 standard	
EPEAT bronze level	
Manufacturer Model Name & Number	
Manufacturer's List Price	$
Percentage Discount	
TOTAL CONFIGURATION PRICE	$

BAND 2 - WORKSTATIONS

Price Configuration Four - Performance Desktop PC Specifications

Specification - Minimum Requirement	Manufacturer's Proposal
Operating System - Windows Vista Business	
Intel Core2Duo processor 2.66 GHz (E6750)	
Cache - 4 MB L2 cache	
Front Side Bus speed - 1333 MHz	
Chipset - Intel Q35 Express chipset	
RAM - 2 GB memory DDR2 two open slots	
RAM speed - 667 MHz	
Hard Drive - 160 GB SATA hard drive 7200 rpm	
Hard Drive - 3.0-Gb/s 8 MB Cache	
Sound - Integrated sound	
Network - Integrated Ethernet 10/100/1000	
Optical Drive - CD-RW/DVD-ROM combo	
Case - Tower	
PCI slots - Two open PCI slots	
PCI XI slots - One open PCI Express X-1 slot	
PCI X-16 slots - One open PCI Express X-16 video slot	
Diskette drive (3.5 inch), if standard	
Video - PCI Express x-16 256 MB discrete dual video	
Standard 104-key keyboard	
Optical mouse	
Input - One parallel and one serial port	
P/S 2 keyboard port	
P/S 2 mouse port	
USB - Six USB 2.0 ports	
Three year next working day on site warranty, St. Paul, Minnesota	
Energy-Star v4.0 Tier 1 standard	
EPEAT bronze level	
Manufacturer Model Name & Number	
Manufacturer's List Price	$
Percentage Discount	
TOTAL CONFIGURATION PRICE	$

BAND 2 - WORKSTATIONS

Pricing Configuration Form Five - Standard Laptop Specifications

Specification - Minimum Requirement	Manufacturer's Proposal
Laptop must be dockable	
Operating System - Windows Vista Business	
Intel Core2Duo processor 2.2 GHz (T7500)	
Cache - 4 MB L2 cache	
Front side bus speed - 800 MHz	
Chipset - Mobile Intel GM965	
RAM - 2 X 1 GB DDR SDRAM	
RAM speed - 667 MHz	
Hard Drive - 80 GB SATA hard drive 5400 rpm	
Network - Integrated Ethernet 10/100/1000	
Wireless - Integrated 802.11a/b/g wireless networking	
Optical Drive - CD-RW/DVD-ROM combo	
Weight - 6 pounds maximum	
Slots - One Type II PC card slot	
Video - 128 MB graphics	
Video - memory type, shared	
Video - 1280 x 800 maximum resolution	
Screen Size - 14" WXGA TFT active matrix	
Sound - Integrated sound and stereo speakers, headphone/speaker jack, line-in and microphone jacks	
Full size keyboard with pointing device	
Integrated V.92 56K modem	
USB - Two USB 2.0 ports	
Three year next working day warranty	
Energy Star compliant per v4.0 Tier 1 standard	
EPEAT bronze level	
Finger PrintReader	
Bluetooth -	
Power - 6-cell (55 WHr) Lithium-Ion battery	
Manufacturer Model Name & Number	
Manufacturer's List Price	$
Percentage Discount	
TOTAL CONFIGURATION PRICE	$

BAND 2 - WORKSTATIONS

Pricing Configuration Form Six - Desktop Replacement Laptop Specifications

Specification - Minimum Requirement	Manufacturer's Proposal
Laptop must be Dockable	
Operating System - Windows Vista Business	
Processor - Intel Core2Duo processor 2.2 GHz (T7500)	
Cache - 4 MB L2 cache	
Front Side Bus - 800 MHz	
Chipset - Mobile Intel PM965	
RAM - 2 X 1GB DDR SDRAM	
RAM Speed - 667 MHz	
Hard Drive - 120 GB SATA hard drive 5400 rpm	
Network - Integrated Ethernet 10/100/1000	
Wireless - Integrated 802.11 a/b/g wireless networking	
Optical Drive - CD-RW/DVD-ROM combo	
Weight - 7.5 pounds maximum	
Slots - One Type II PC card slot	
Video - 128 MB discrete graphics	
Video - discrete memory	
Video - 1280 x 800 maximum resolution	
Video - 15" WXGA TFT active matrix	
Sound - Integrated sound and sterea speakers, headphone/speaker jack, line-in and microphone jacks	
Full size keyboard with pointing device	
Integrated V.92 56K modem	
USB - Two USB 2.0 ports	
Three year next working day warranty	
Energy-Star compliant per v4.0 Tier 1 standard	
EPEAT bronze level	
Finger PrintReader	
Bluetooth	
Power - 8-cell (73 WHr) Lithium-Ion battery	
Manufacturer Model Name & Number	
Manufacturer's List Price	$
Percentage Discount	
TOTAL CONFIGURATION PRICE	$

BAND 2 - WORKSTATIONS

Pricing Configuration Form Seven - Tablet Specifications

Specification - Minimum Requirement	Manufacturer's Proposal
Laptop must be Dockable	
Operating System - Windows Vista Business	
Processor - Intel Standard Volt: T7500 2.2 GHZ **or** Low Volt L7500 1.60 GHZ **or** Low Volt U7600 1.20 GHZ	
Cache - 2 MB L2	
Front Side Bus - 533 MHz	
Chipset - Mobile Intel GM965	
RAM - 2 X 1GB DDR2 SDRAM	
Hard Drive - 80 GB SATA hard drive 5400 rpm, or 80 GB PATA hard drive 4200 rpm.	
Network - Integrated Ethernet 10/100/1000	
Wireless - Integrated 802.11 a/b/g wireless networking	
Optical Drive - Modular CD-RW/DVD-ROM combo	
Weight - 7 pounds maximum	
Slots - One Type II PC card slot	
Video - Integrated Intel Graphics Media Accelerator 64 MB memory	
Video - memory type - Shared	
Video - 1280 x 800 maximum resolution	
Video - XGA or WSGA TFT active matrix with rotating hinge for tablet functionality	
Sound - Integrated sound and stereo speakers, headphones/ speaker jack, and microphone jacks	
Keyboard with pointing device	
Integrated V.92 56k modem	
USB - Two 2.0 USB ports	
Data entry digitizer pens (stylus)	
Three year next working day warranty	
Energy Star compliant per v4.0 Tier 1 standard	
EPEAT bronze level	
Finger PrintReader	
Bluetooth	
Power - 6-cell (rr WHr) high capacity Lithium-Ion Batteries	
Manufacturer Model Name & Number	
Manufacturer's List Price	$
Percentage Discount	
TOTAL CONFIGURATION PRICE	$

BAND 3 - PRINTERS

Price Configuration Eight - High Speed Printer Specifications

Application - 75-150+ Users

Type - Black and White

Specification - Minimum Requirement	Manufacturer's Proposal
Print Speed - 50 ppm	
Print Quality - 1200 x 1200 dpi	
Memory - 256 MB	
Network Connection Capability	
Media Sizes: Letter, Legal, Executive, #10 envelopes	
Three year next working day on site warranty, St. Paul, Minnesota	
Energy-Star v4.0 Tier 1 standard	
Manufacturer Model Name & Number	
Manufacturer's List Price	$
Percentage Discount	
TOTAL CONFIGURATION PRICE	$

BAND 3 - PRINTERS

Price Configuration Nine - Medium Speed Printer Specifications

Application - 20 - 50+ Users

Type - Black and White

Specification - Minimum Requirement	Manufacturer's Proposal
Speed - 40 ppm	
Print Quality - 1200 x 1200 dpi	
Memory - 128 MB	
Network Connection Capability	
Media Sizes: Letter, Legal, Executive, #10 envelopes	
Three year next working day on site warranty, St. Paul, Minnesota	
Energy-Star v4.0 Tier 1 standard	
Manufacturer Model Name & Number	
Manufacturer's List Price	$
Percentage Discount	
TOTAL CONFIGURATION PRICE	$

BAND 3 - PRINTERS

Price Configuration Ten - Desktop Printer Specifications

Application - Single User

Type - Black and White

Specification - Minimum Requirement	Manufacturer's Proposal
Print Speed - 20 ppm	
Print Quality - 1200 x 1200 dpi	
Memory - 16 MB	
Network Connection Capability	
Media Sizes: Letter, Legal, Executive, #10 envelopes	
Three year next working day on site warranty, St. Paul, Minnesota	
Energy-Star v4.0 Tier 1 standard	
Manufacturer Model Name & Number	
Manufacturer's List Price	$
Percentage Discount	
TOTAL CONFIGURATION PRICE	$

BAND 3 - PRINTERS

Price Configuration Eleven - High Speed MFP Specifications

Application - Office Workgroups
Type - Black and white printing, copying, faxing, black and white and color scanning

Specification - Minimum Requirement	Manufacturer's Proposal
Print Speed - Up to 25 ppm	
Print Quality - 1200 x 1200 dpi	
Print Memory - 264 MB	
Connectivity - standard 10/100 base T Ethernet port; Hi-speed USB 2.0 compatible port	
Media Sizes: Letter, Legal, Executive, #10 envelopes	
Copy Speed - up to 24 cpm	
Copy Resolution - 600 x 600 dpi	
Scan Resolution - 600 x 600 dpi	
Three year next working day on site warranty, St. Paul, Minnesota	
Energy-Star v4.0 Tier 1 standard	
Manufacturer Model Name & Number	
Manufacturer's List Price	$
Percentage Discount	
TOTAL CONFIGURATION PRICE	$

BAND 3 - PRINTERS

Price Configuration Twelve - Medium Speed MFP Specifications

Application - Small Workgroups
Type - Black and white printing, copying, faxing, black and white and color scanning

Specification - Minimum Requirement	Manufacturer's Proposal
Print Speed - Up to 20 ppm	
Print Quality - 1200 x 1200 dpi	
Print Memory - 32 MB	
Connectivity - standard 10/100 base T Ethernet port; Hi-speed USB 2.0 compatible port	
Media Sizes: Letter, Legal, Executive, #10 envelopes	
Copy Speed, black - up to 20 cpm	
Copy Resolution - 300 x 300 dpi	
Scan Resolution - 300 x 300 dpi	
Three year next working day on site warranty, St. Paul, Minnesota	
Energy-Star v4.0 Tier 1 standard	
Manufacturer Model Name & Number	
Manufacturer's List Price	$
Percentage Discount	
TOTAL CONFIGURATION PRICE	$

BAND 3 - PRINTERS

Price Configuration Thirteen - Desktop MFP Specifications

Application - Small Office

Type - Black and white printing, copying, faxing, black and white and color scanning

Specification - Minimum Requirement	Manufacturer's Proposal
Print Speed - Up to 15 ppm	
Print Quality - 1200 x 1200 dpi	
Print Memory - 32 MB	
Connectivity - standard 10/100 base T Ethernet port; Hi-speed USB 2.0 compatible port	
Media Sizes: Letter, Legal, #10 envelopes	
Copy Speed, black - up to 15 cpm	
Copy Resolution - 600 x 600 dpi	
Scan Resolution - 600 x 600 dpi	
Three year next working day on site warranty, St. Paul, Minnesota	
Energy-Star v4.0 Tier 1 standard	
Manufacturer Model Name & Number	
Manufacturer's List Price	$
Percentage Discount	
TOTAL CONFIGURATION PRICE	$

BAND 4 - STORAGE SOLUTIONS

Price Configuration Fourteen - Storage Area Networks (SAN) Specifications

Specification - Minimum Requirement	Manufacturer's Proposal
SAN - Total Drives Supproted - 48	
SAN - 4TB installed RAW	
Drives - 10	
Drive capacity - 500 GB	
Drive speed - 7200 rpm	
Drive type - SATA, FATA, SAS, or FC	
Back-end disk channel interface - 3Gb SAS - Serial attached SCSI/ 3 GB SATA=II	
Drive types supported - SAS or SATA	
Drives support - 48 maximum	
Shelves included - 1	
Shelves supported - Controller shelf + 3 additional shelves	
Controller - 1 with RAID, 512 MB memory	
Controller host interface, 4 GB Fibre channel	
Controlles - dual controller support	
Raid options - levels 0, 1, 3, 5, 6, 10, 50	
Operating System Licensing must include 4 connected hosts & 4 TB	
Chassis height - 4U	
Chassis rack mount rails included	
Warranty - Three year next working day on site warranty, St. Paul, Minnesota	
Manufacturer Model Name & Number	
Manufacturer's List Price	$
Percentage Discount	
TOTAL CONFIGURATION PRICE	$

BAND 4 - STORAGE SOLUTIONS

Price Configuration Fifteen - Network Attached Storage (NAS) Specifications

Specification - Minimum Requirement	Manufacturer's Proposal
Maximum Drives supports - 12	
Installed RAW capacity - 2 TB	
Drives - minimum number - 4	
Drive capacity - 250 GB minimum	
Drive speed - 7200 rpm	
Drive type - SATA, FC, or SAS	
Drive - native interface - FC-AL	
Back-end disk channel interface - SATA, Fibre, or SAS	
Drive types supported - SATA, SAS or FC	
Drives supported - 68	
Controller - RAID 4 or RAID DP (Dual Parity)	
Number of NICs - 2 - 1 GB	
NICs trunking and fault tolerance - 802.1Q	
Operating System - CIFS or NFS protocols supported	
Chassis - 2U Controller minimum	
Chassis rack mount rails included	
Warranty - Three year next working day on site warranty, St. Paul, Minnesota	
Manufacturer Model Name & Number	
Manufacturer's List Price	$
Percentage Discount	
TOTAL CONFIGURATION PRICE	$

BAND 5 - PDA

Price Configuration Sixteen - PDA Specifications

Specification - Minimum Requirement	Manufacturer's Proposal
Operating System - Microsoft Windows Mobile 6 Classic	
Processor - Marvell PXA 310, 624 MHz	
Memory - 64 MB SDRAM	
Wireless - 802.11 b/g	
Screen - 3.5 inch TFT RGB color 240 x 320 pixel tough screen with LED backlight	
Input Device - touch screen stylus	
Batteries - removable/rechargeable 1200 mAh Lithium-ion	
Three year next working day warranty	
Manufacturer Model Name & Number	
	$
Band 5-	
Percentage Discount	
	$
TOTAL CONFIGURATION PRICE	

BAND 6 - INSTRUCTIONAL PACKAGES

Price Configuration Seventeen - Workstation & Projector Package

Specification - Minimum Requirement	Manufacturer's Proposal
Workstation	
Processor - Intel Core2Duo processor 2.3 GHz (E6550)	
Cache - 4 MB	
Memory - 2 GB memory DDR2	
Hard Drive - 80 GB SATA hard drive 7200 rpm	
Optical Drive - CD-RW/DVD-ROM combo	
Integrated Video	
Monitor - 17"	
LCD Projector	
Native Resolution - XGA (1024 x 768)	
Zoom Lens with 2700 ANSI lumens	
Connections to laptop, PDA, DVD, etc	
Weight - Approx. 9 lbs..	
Powered Tilt Adjuster	
USB Compatibility	
Three year next working day on site warranty, St. Paul, Minnesota (both products)	
Manufacturer's List Price - Workstation	$
Percentage Discount - Workstation	
Manufacturer's List Price - LCD Projector	$
Percentage Discount - LCD Projector	

TOTAL CONFIGURATION PRICE	$

BAND 6 - INSTRUCTIONAL PACKAGES

Price Configuration Eighteen - Laptop,Projector,Whiteboard Package

Specification - Minimum Requirement	Manufacturer's Proposal
Laptop	
Processor - Intel Core2Duo processor 2.2 GHz (T7500)	
Display - 14" WXGA TFT active matrix	
Memory - 2 GB DDR SDRAM (2x1GB modules)	
Hard Drive - 80 GB SATA hard drive 5400 rpm	
Optical Drive - CD-RW/DVD-ROM combo	
Wireless - Integrated 802.11 a/b/g/ wireless networking	
Video - 128 MB graphics	
LCD Projector	
Native Resolution - XGA (1024 x 768)	
Zoom Lens with 2200 ANSI lumens	
Connections to laptop, PDA, DVD, etc	
Native Aspect Ratio - 4.3 or 16.9	
DLP Technology	
Weight - Approx. 9 lbs..	
Infred Remote Control with Laser Pointer	
Carrying Case	
Interactive Whiteboard (Smartboard)	
Screen Surface - hard-coated polyester	
Optical sensors in pen tray detect when pen or eraser is lifted	
Touch resolution, approx. 4000 4000.	
Three year next working day on site warranty, St. Paul, Minnesota (all products)	
Manufacturer's List Price - Workstation	$
Percentage Discount - Workstation	
Manufacturer's List Price - LCD Projector	$
Percentage Discount - LCD Projector	
Manufacturer's List Price - Whiteboard	$
Percentage Discount - Whiteboard	
TOTAL CONFIGURATION PRICE	$

BAND 7 - MONITORS

Price Configuration Nineteen - 17" Monitor Specifications

Specification - Minimum Requirement	Manufacturer's Proposal
Screen size (diagonal measure) - 17 inches	
Format - standard	
Resolution - 1280 x 1024	
Brightness - 250 Nits / cd/m2	
Contrast - 500 to 1	
Response Time - 8 ms	
Pixel Policy - ISO-13406-2	
VGA interface	
DVI interface	
Cables - DVI included	
Mounting Hole Pattern - VESA Compliant	
Stand - Height-adjustable stand	
Energy Star compliant per v4.1 Tier II standard	
Security lock slot	
EPEAT bronze level	
Warranty - Three year next working day on site warranty, St. Paul, Minnesota; 3 yr backlight included	
Manufacturer Model Name & Number	
Manufacturer's List Price	$
Percentage Discount	
TOTAL CONFIGURATION PRICE	$

BAND 7 - MONITORS

Price Configuration Twenty - 19" Monitor Specifications

Specification - Minimum Requirement	Manufacturer's Proposal
Screen size (diagonal measure) - 19 inches	
Format - standard	
Resolution - 1280 x 1024	
Brightness - 250 Nits / cd/m2	
Contrast - 500 to 1	
Response Time - 8 ms	
Pixel Policy - ISO-13406-2	
VGA interface	
DVI interface	
Cables - DVI cables included	
Mounting Hole Pattern - VESA Compliant	
Stand - Height-adjustable	
Energy Star compliant per v4.1 Tier II standard	
Security lock slot	
EPEAT bronze level	
Warranty - Three year next working day on site warranty, St. Paul, Minnesota; 3 yr backlight included	
Manufacturer Model Name & Number	
Manufacturer's List Price	$
Percentage Discount	
TOTAL CONFIGURATION PRICE	$

BAND 7 - MONITORS

Price Configuration Twenty-one - 19" Wide Monitor Specifications

Specification - Minimum Requirement	Manufacturer's Proposal
Screen size (diagonal measure) - 19 inches	
Format - Wide-Format, WSXGA compatible	
Resolution - 1440 x 900	
Brightness - 250 Nits / cd/m2	
Contrast - 400 to 1	
Response Time - 8 ms	
Pixel Policy - ISO-13406-2	
VGA interface	
DVI interface	
Cables - DVI cables included	
Mounting Hole Pattern - VESA Compliant	
Stand - Height-adjustable	
Energy Star compliant per v4.1 Tier II standard	
Security lock slot	
EPEAT bronze level	
Warranty - Three year next working day on site warranty, St. Paul, Minnesota; 3 yr backlight included	
Manufacturer Model Name & Number	
Manufacturer's List Price	$
Percentage Discount	
TOTAL CONFIGURATION PRICE	$_____

BAND 7 - MONITORS

Price Configuration Twenty-two - 22" Wide Monitor Specifications

Specification - Minimum Requirement	Manufacturer's Proposal
Screen size (diagonal measure) - 22 inches	
Format - Wide-format, WSZGA compatible	
Resolution - 1680 x 1050	
Brightness - 250 Nits / cd/m2	
Contrast - 400 to 1	
Response Time - 8 ms	
Pixel Policy - ISO-13406-2	
VGA interface	
DVI interface	
Cables - DVI cables included	
Mounting Hole Pattern - VESA Compliant	
Stand - Height-adjustable	
Energy Star compliant per v4.1 Tier II standard	
Security lock slot	
EPEAT bronze level	
Warranty - Three year next working day on site warranty, St. Paul, Minnesota; 3 yr backlight included	
Manufacturer Model Name & Number	
Manufacturer's List Price	$
Percentage Discount	
TOTAL CONFIGURATION PRICE	$

APPENDIX C

PRICING FORMS

PREMIUM SAVINGS CONFIGURATIONS

BAND 2 - WORKSTATIONS

Price Configuration Three - Standard Desktop PC Specifications

Specification - Minimum Requirement	Manufacturer's Proposal
Operating System - Windows Vista Business	
Processor - Intel Core2Duo processor 2.3 GHz (E6550)	
Cache - 4 MB	
Front Side Bus speed - 1333 MHz	
Chipset - Intel Q35 Express chipset	
RAM - 2 GB memory DDR2 two open slots	
RAM speed - 667 MHz	
Hard Drive - 80 GB SATA hard drive 7200 rpm	
Hard Drive - 3.0-Gb/s 8 MB Cache	
Integrated sound	
Network - Integrated Ethernet 10/100/1000	
Optical Drive - CD-RW/DVD-ROM combo	
Case - small form factor	
PCI slots - Two open PCI slots	
PCI X-1 slots - One open PCI Express X-1 slot	
PCI X-16 slots - One open PCI Express x-16 slot	
Diskette drive (3.5 inch), specify if standard	
Integrated video	
Keyboad - Standard 104-key keyboard	
Optical mouse	
Input - One parallel and one serial port	
P/S 2 keyboard port	
P/S 2 mouse port	
USB - Six USB 2.0 ports	
Three year next working day on site warranty, St. Paul, Minnesota	
Energy Star compliant per v4.0 Tier 1 standard	
EPEAT bronze level	
Manufacturer Model Name & Number	
Manufacturer's List Price	$
Premium Savings Config. - Percentage Discount	
TOTAL CONFIGURATION PRICE	$

BAND 2 - WORKSTATIONS

Price Configuration Four - Performance Desktop PC Specifications

Specification - Minimum Requirement	Manufacturer's Proposal
Operating System - Windows Vista Business	
Intel Core2Duo processor 2.66 GHz (E6750)	
Cache - 4 MB L2 cache	
Front Side Bus speed - 1333 MHz	
Chipset - Intel Q35 Express chipset	
RAM - 2 GB memory DDR2 two open slots	
RAM speed - 667 MHz	
Hard Drive - 160 GB SATA hard drive 7200 rpm	
Hard Drive - 3.0-Gb/s 8 MB Cache	
Sound - Integrated sound	
Network - Integrated Ethernet 10/100/1000	
Optical Drive - CD-RW/DVD-ROM combo	
Case - Tower	
PCI slots - Two open PCI slots	
PCI XI slots - One open PCI Express X-1 slot	
PCI X-16 slots - One open PCI Express X-16 video slot	
Diskette drive (3.5 inch), if standard	
Video - PCI Express x-16 256 MB discrete dual video	
Standard 104-key keyboard	
Optical mouse	
Input - One parallel and one serial port	
P/S 2 keyboard port	
P/S 2 mouse port	
USB - Six USB 2.0 ports	
Three year next working day on site warranty, St. Paul, Minnesota	
Energy-Star v4.0 Tier 1 standard	
EPEAT bronze level	
Manufacturer Model Name & Number	
Manufacturer's List Price	$
Premium Savings Config. - Percentage Discount	
TOTAL CONFIGURATION PRICE	$

BAND 2 - WORKSTATIONS

Pricing Configuration Form Five - Standard Laptop Specifications

Specification - Minimum Requirement	Manufacturer's Proposal
Laptop must be dockable	
Operating System - Windows Vista Business	
Intel Core2Duo processor 2.2 GHz (T7500)	
Cache - 4 MB L2 cache	
Front side bus speed - 800 MHz	
Chipset - Mobile Intel GM965	
RAM - 2 X 1 GB DDR SDRAM	
RAM speed - 667 MHz	
Hard Drive - 80 GB SATA hard drive 5400 rpm	
Network - Integrated Ethernet 10/100/1000	
Wireless - Integrated 802.11a/b/g wireless networking	
Optical Drive - CD-RW/DVD-ROM combo	
Weight - 6 pounds maximum	
Slots - One Type II PC card slot	
Video - 128 MB graphics	
Video - memory type, shared	
Video - 1280 x 800 maximum resolution	
Screen Size - 14" WXGA TFT active matrix	
Sound - Integrated sound and stereo speakers, headphone/speaker jack, line-in and microphone jacks	
Full size keyboard with pointing device	
Integrated V.92 56K modem	
USB - Two USB 2.0 ports	
Three year next working day on site warranty, St. Paul, Minnesota	
Energy Star compliant per v4.0 Tier 1 standard	
EPEAT bronze level	
Finger PrintReader	
Bluetooth -	
Power - 6-cell (55 WHr) Lithium-Ion battery	
Manufacturer Model Name & Number	
Manufacturer's List Price	$
Premium Savings Config. - Percentage Discount	
TOTAL CONFIGURATION PRICE	$

BAND 2 - WORKSTATIONS

Pricing Configuration Form Six - Desktop Replacement Laptop Specifications

Specification - Minimum Requirement	Manufacturer's Proposal
Laptop must be Dockable	
Operating System - Windows Vista Business	
Processor - Intel Core2Duo processor 2.2 GHz (T7500)	
Cache - 4 MB L2 cache	
Front Side Bus - 800 MHz	
Chipset - Mobile Intel PM965	
RAM - 2 X 1GB DDR SDRAM	
RAM Speed - 667 MHz	
Hard Drive - 120 GB SATA hard drive 5400 rpm	
Network - Integrated Ethernet 10/100/1000	
Wireless - Integrated 802.11 a/b/g wireless networking	
Optical Drive - CD-RW/DVD-ROM combo	
Weight - 7.5 pounds maximum	
Slots - One Type II PC card slot	
Video - 128 MB discrete graphics	
Video - discrete memory	
Video - 1280 x 800 maximum resolution	
Video - 15" WXGA TFT active matrix	
Sound - Integrated sound and sterea speakers, headphone/speaker jack, line-in and microphone jacks	
Full size keyboard with pointing device	
Integrated V.92 56K modem	
USB - Two USB 2.0 ports	
Three year next working day warranty	
Energy-Star compliant per v4.0 Tier 1 standard	
EPEAT bronze level	
Finger PrintReader	
Bluetooth	
Power - 8-cell (73 WHr) Lithium-Ion battery	
Manufacturer Model Name & Number	
Manufacturer's List Price	$
Percentage Discount	
TOTAL CONFIGURATION PRICE	$

BAND 2 - WORKSTATIONS

Pricing Configuration Form Seven - Tablet Specifications

Specification - Minimum Requirement	Manufacturer's Proposal
Laptop must be Dockable	
Operating System - Windows Vista Business	
Processor - Intel Standard Volt: T7500 2.2 GHZ **or** Low Volt L7500 1.60 GHZ **or** Low Volt U7600 1.20 GHZ	
Cache - 2 MB L2	
Front Side Bus - 533 MHz	
Chipset - Mobile Intel GM965	
RAM - 2 X 1 GB DDR2 SDRAM	
Hard Drive - 80 GB SATA hard drive 5400 rpm, or 80 GB PATA hard drive 4200 rpm.	
Network - Integrated Ethernet 10/100/1000	
Wireless - Integrated 802.11 a/b/g wireless networking	
Optical Drive - Modular CD-RW/DVD-ROM combo	
Weight - 7 pounds maximum	
Slots - One Type II PC card slot	
Video - Integrated Intel Graphics Media Accelerator 64 MB memory	
Video - memory type - Shared	
Video - 1280 x 800 maximum resolution	
Video - XGA or WSGA TFT active matrix with rotating hinge for tablet functionality	
Sound - Integrated sound and stereo speakers, headphones/ speaker jack, and microphone jacks	
Keyboard with pointing device	
Integrated V.92 56k modem	
USB - Two 2.0 USB ports	
Data entry digitizer pens (stylus)	
Three year next working day warranty	
Energy Star compliant per v4.0 Tier 1 standard	
EPEAT bronze level	
Finger PrintReader	
Bluetooth	
Power - 6-cell (55 WHr) high capacity Lithium-Ion Batteries	
Manufacturer Model Name & Number	
Manufacturer's List Price	$
Premium Savings Config. - Percentage Discount	
TOTAL CONFIGURATION PRICE	$

BAND 7 - MONITORS

Price Configuration Twenty - 19" Monitor Specifications

Specification - Minimum Requirement	Manufacturer's Proposal
Screen size (diagonal measure) - 19 inches	
Format - standard	
Resolution - 1280 x 1024	
Brightness - 250 Nits / cd/m2	
Contrast - 500 to 1	
Response Time - 8 ms	
Pixel Policy - ISO-13406-2	
VGA interface	
DVI interface	
Cables - DVI cables included	
Mounting Hole Pattern - VESA Compliant	
Stand - Height-adjustable	
Energy Star compliant per v4.1 Tier II standard	
Security lock slot	
EPEAT bronze level	
Warranty - Three year next working day on site warranty, St. Paul, Minnesota; 3 yr backlight included	
Manufacturer Model Name & Number	
Manufacturer's List Price	$
Premium Savings Config. - Percentage Discount	
TOTAL CONFIGURATION PRICE	$

BAND 7 - MONITORS

Price Configuration Twenty-two - 22" Wide Monitor Specifications

Specification - Minimum Requirement	Manufacturer's Proposal
Screen size (diagonal measure) - 22 inches	
Format - Wide-format, WSZGA compatible	
Resolution - 1680 x 1050	
Brightness - 250 Nits / cd/m2	
Contrast - 400 to 1	
Response Time - 8 ms	
Pixel Policy - ISO-13406-2	
VGA interface	
DVI interface	
Cables - DVI cables included	
Mounting Hole Pattern - VESA Compliant	
Stand - Height-adjustable	
Energy Star compliant per v4.1 Tier II standard	
Security lock slot	
EPEAT bronze level	
Warranty - Three year next working day on site warranty, St. Paul, Minnesota; 3 yr backlight included	
Manufacturer Model Name & Number	
Manufacturer's List Price	$
Premium Savings Config. - Percentage Discount	
TOTAL CONFIGURATION PRICE	$

Materials Management Division
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St. Paul, MN 55155
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REQUEST FOR PROPOSAL (RFP) ADDENDUM

Addendum No.:	2	Date of Addendum:	November 4, 2008
Due Date, Time:	January 23, 2009	Revised Date, Time:	No Change
Acquisition Mgmt. Spec.:	Bernadette Kopischke	Agency:	All State Agencies, CPV members, WSCA, and NASPO member States
Web Registration No.:	11741		
Title:	WSCA/NASPO 2009-2014 RFP for Equipment Manufacturers of PCs and Related Devices		

SCOPE OF ADDENDUM

1. Correction to Addendum No. 1:
The four paragraphs in Addendum No. 1 that began with a dash (-) are replacing the four (not five) paragraphs in Section I.A., on page 5 and 6 of the RFP, immediately following the paragraph stating "Potential Responders should be award of several limitations and boundaries intended by the WSCA Directors in supporting the issuing of this RFP. The paragraph in Section I.A. titled 'Substitution of units/configurations' and 'Addition of units/configurations' remain as stated in the RFP.

2. Section II.B.5. Submission of Proposals, page 22:
a. Delete Mr. Doug Milford (State of Arizona) from the list of individuals the must receive a copy of the Responder's proposal.
b. Remove Ms. Jenny Disavow (State of Arkansas) from the list of individuals the must receive a copy of the Responder's proposal, and replace it with Ms. Camber Thompson.

3. Attached are the questions that were received by the deadline, and their respective answers to those questions.

4. RFP Appendix A. Master Price Agreement, Para. 44.A., add #9 as follows:
9. A specific Participating Addendum, for a specific Participating Entity, might allow alternative reporting and fee payment alternatives, subject to approval by both the Participating State and the Contract Administrator. However, the Contractor remains directly responsible for the accuracy and validity of all reporting and/or payment processes.

This addendum shall become part of the RFP and **MUST** be returned with the RFP.

COMPANY NAME: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

QUESTIONS RELATIVE TO RFP SECTION I. INTRODUCTION

Question No. 1
RFP Section I. D. Scope of Procurement:
Responder sells a purpose built server with software pre loaded to filter internet traffic at the gateway. Does our product qualify under the scope of this RFP?

Answer No. 1
Products are not pre-qualified during the RFP process. The intent of contracts is for generally available commercial computer products and peripherals related to the overall support of a typical office or school environment. Vendors are asked to read the intent statements, terms, conditions, specification, and other requirements and submit a response if they so desire. The Evaluation Team will review and score each response based on the criteria previously listed.

Question No. 2
RFP Section I. B. General Guidance, Para. 1:
Will WSCA accept proposals from OEM manufacturers of computer equipment that do not hold Microsoft direct licensing agreements?

Answer No. 2
The Contractor will be required to include a Microsoft Operating System in the equipment they provide. Other types of Microsoft license agreements are not required.

Question No. 3
RFP Section I. A. Intent and Purpose:
Currently, Samsung does not have a direct selling model in place. Will WSCA accept resellers named by Samsung to administer/distribute goods and services?

Answer No. 3
Yes. However, it will be up to each Participating Entity to decide if they can also agree to this, or not sign a Participating Addendum with Samsung.

Question No. 4
RFP Section I. A. Intent and Purpose:
Please define the type of equipment that “mobile” represents as listed in personal computer, i.e., mobile digital computers for public safety.

Answer No. 4
The intent is for responders to propose any type of mobile computer product they manufacturer. This does not include cell phones. The Evaluation Team will determine if the product fits within the scope of the RFP. Products offered are not pre-qualified during the RFP process.

Question No. 5
RFP Section I. F. Definition of Terminology:
In the definition of equipment, MOBILE computing is not identified. Does Laptop (including Tablet PC) include Mobile Digital Computers?

Answer No. 5
That depends on what the definition is of Mobile Digital Computers. The intent is for responders to propose any type of mobile computer product they manufacturer. This does not include cell phones. The Evaluation Team will determine if the product fits within the scope of the RFP. Products offered are not pre-qualified during the RFP process.

Question No. 6
RFP Section I. B. General Guidance... :
Does the binding agreement between a responder and a manufacturer need to be specifically for this bid or will an existing agreement between the responder and manufacturer, which states and defines the relationship as stated in Section 1.B. of the RFP, fulfill the expectation?

Answer No. 6
We would prefer that the agreement be specific to the contracts that will result from this RFP. However, an existing agreement is sufficient if it complies with all of the requirements listed in the referenced section and any other section that deals with warranty and maintenance issues.

Question No. 7
RFP Section I. B. General Guidance... :
Can a responder bid more than one Manufacturer, either different Manufacturers in different Bands or Multiple Manufacturers within one Band? If so, will a separate RFP submission be required for each manufacturer or can it be combined in one response?

Answer No. 7
The purpose, as stated in Section I. B., is for responses to be submitted by the equipment manufacturers of the Bands of equipment listed in the RFP. These are not reseller contracts. Equipment manufacturers are allowed to propose third-party products as long as they follow the requirements for warranty and maintenance. A responder can propose more than one brand of products for each Band as long as they manufacturer a product that falls within the Band. For instance, for the Band for Printers, the Responder must manufacturer some type of printer that falls within that Band. The Responder may then also propose other brands of printers. Separate responses by brand are not required. The Evaluation Team will make the final determination of what will be included in the contract.

Question No. 8
RFP Section I. F. Definition of Terminology:
PERPHERALS: If a Responder bids only one Band can they offer peripherals that are not necessarily associated with that Band? I.e. Responder bids on only Monitors, can they still offer keyboards, mice, scanners, etc as well as Operating Systems, Local Area Networks, and Digital Projectors as defined in this section and in Section IV B.

Answer No. 8
No, Responders can not offer peripherals or supplies that are not directly associated with the Band they are proposing.

Question No. 9
RFP Section I. F. Definition of Terminology:
Do the assembler/ manufacturer have to rightfully own trademarks for the products they make, or can the manufacture have written approval for use of branded logos and patents?
Or can we partner with a subcontractor/ sub-manufacturer that own these branded logos and patents?

Answer No. 9
The purpose, as stated in Section I. B., is for responses to be submitted by the equipment manufacturers of the Bands of equipment listed in the RFP. These are not reseller contracts. Equipment manufacturers are allowed to propose third-party products as long as they follow the requirements for warranty and maintenance. A responder can propose more than one brand of products for each Band as long as they manufacturer a product that falls within the Band. For instance, for the Band for Printers, the Responder must manufacturer some type of printer that falls within that Band. The Responder may then also propose other brands of printers. Separate responses by brand are not required. The Evaluation Team will make the final determination of what will be included in the contract.

Question No. 10
RFP Section I. F. Definition of Terminology, "Local-Area-Network":
From the referenced paragraph -
"Local-Area-Network" (LAN)"
...Cable and components required for the installation and operation of a LAN are included if installation services are purchased.
Can a manufacturer respond to this RFP if the manufacturer is providing product only?

I'm sure you're aware, a great deal of State Departments, local governments, and education facilities that have their own IT Department and that they employ technicians to install their own material...thus eliminating the need to hire a private installer. If these products do fall under this RFP, I am sure this will satisfy a much needed requirement for many State, Local & Education buyers and IT Managers. These products are the connectivity part of all of the items listed in the RFP and many IT Managers and Purchasing Directors are looking to procure these products when the need of computer and IT products are required. There are very many Local and State term contracts across the country in providing Data Cabling and LAN related products. But in the States where a contract is not available, we are asked by many customers if we are on WSCA, as this is a highly utilized cooperative contract program. Unfortunately we have to answer "NO" as I don't see any contract on WSCA for the products that this may fall under.

Answer No. 10
The purpose, as stated in Section I. B. is for responses to be submitted by the equipment manufacturers of the Bands of equipment listed in the RFP. The primary focus is not LAN devices. There are separate WSCA contracts for those types of products that State Departments, etc. can avail themselves of.

Question No. 11
RFP Section I. A. Intent and Purpose, Para. 6:
Regarding sale of software only. There are circumstances whereby the customer purchases s/w through the OEM (primarily server related w/ Microsoft, VMWare and Red Hat). Because maintenance is provided by the OEM for the support of these products, it is in the customer's best interest to purchase additional licenses through the OEM, where additional hardware is not necessarily required. Can this be added as an acceptable software purchase?

Answer No. 11
Yes, this may be added as an acceptable software purchase, with the approval of the WSCA/NASPO Contract Administrator at the time the purchase is required.

Question No. 12
RFP Section I. A. Intent and Purpose, Para. 10:
"Any entity, at any time, that commits to purchasing the standard or Premiun Savings configuration…". What is the definition of commit and how will the entity implement?

Answer No. 12
The definition of commit and how the program will be implemented will be left up to the Participating Entity. Also, see Addendum No. 1 for the current language.

Question No. 13
RFP Section I. D. Scope of Procurement, Para. 4:
Would NASPO/WSCA consider incorporating Lease terms & conditions into the overall Master Price Agreement?
If No, will NASPO/WSCA specifically state that Leasing is allowed in the Master Price Agreement?
If No, will there be a statement regarding Leasing noted in the Participating Addendum for all entities interested in Leasing such as the one that appears on page 8? "Individual Participating States and Participating Entities may enter in to lease agreements for the products covered in the contracts resulting from the RFP, if they have the legal authority to enter into these types of agreements without going through a competitive process. Responders who wish to participate in lease agreements with these individual states/entities must submit copies of all of their lease agreements with their response to this RFP. The lease agreements will not be reviewed or evaluated as

part of the RFP evaluation process defined later in this RFP. The agreements will simply be made available to any state or entity who wishes to negotiate a lease agreement with a Contractor."

Answer No. 13
There will not be any lease terms and conditions incorporated in to the WSCA/NASPO Master Price Agreement. The paragraph referenced defines how leasing may be allowed in a Participating Addendum negotiated between the Contractor and the Participating Entity.

Question No. 14
RFP Section I. D. Scope of Procurement, Para. 4:
On the official NASPO/WSCA website, will the Lease Agreements & Lease Schedules be available for entities to review & print? If No, how will the Lease Agreements & Lease Schedules be made available for entities interested?

Answer No. 14
The process for making the lease agreements and schedules available has not been determined, since it is an option left up to an individual participant to put in place.

Question No. 15
RFP Section I. F. Definition of Terminology, Premium Savings Configurations:
How and when are the Premium Savings Configurations evaluated given that there are no Band 4 configurations in Appendix C?

Is this after the contract is awarded? Does it indicate the intent to create templated storage configurations regarding “optimum performance” transactional vs. “larger capacity economy” slower archive/backup/nontransactional? Please further define Premium Savings Configurations.

Answer No. 15
The process for developing the WSCA NASPO Premium Savings Packages is the responsibility of a sub-Team from the WSCA IT Group. It is not the responsibility of the PC Evaluation Team. The process will be explained to the awarded Contractors.

Question No. 16
RFP Section I. A. Intent and Purpose:
If a manufacturer/responder does not produce all the products in a particular Band, does that disqualify the manufacturer/responder from submitting a response? For example Band 2, a responder only manufacturers laptops and tablets but does not manufacturer Desktops, would their bid be accepted for providing a proposal response for only laptops and tablets and not any desktop solutions?

Answer No. 16
Responses can be submitted for individual product categories within a Band.

Question No. 17
RFP Section I. D. Scope of Procurement, Para. 3; and I. F. Software:
Proposal to include “General Purpose Software” as being available in the base WSCA contract, with the allowance for Purchasing Entities to prohibit or restrict this product offering under its respective Participation Addendum. Historically, the General Purpose Software has afforded purchasing entities and contractors the ability to assure new and/or updated releases of commercial-off-the-shelf software are available for purchase at the time the purchasing entity’s has the funding capacity. Often, the entity may not have the funding for adding commercial-off-the-shelf Software at the same time the entity procures the equipment, or obtains the equipment on the free-market. Budget restraints may restrict a Purchasing Entity from being able to procure the desired and available General Purpose Software for operation on the Equipment offered under WSCA at the time of Equipment purchase.

A contractor may offer options to obtain new or updated Software releases available for operation of products offered under WSCA. The limitation that Software must be pre-loaded on Equipment at its time of purchase, may prohibit contractor from making future new or updated Software releases available for purchase by purchasing entities. It is understood that some State's may have alternate or preferred contract vehicles for procuring Software to run on the equipment offered under WSCA. However, WSCA and some State's (including their Purchasing Entities) have historically benefited from the reduced procurement staffing and cycle time to procure such Software under WSCA, rather than solicit and purchase under a separate contract vehicle.

We propose that the State allow for purchases of General Purpose Software for Equipment offered or procured under WSCA, to accommodate Purchasing Entity's budget restraints, as well as allow for the installation of new or updated releases of Software on their existing Equipment. Please re-consider and allow the inclusion of "General Purpose Software" in the base WSCA contract, with the allowance for Purchasing Entities to prohibit or create restrictions under its respective Participation Addendum.

Answer No. 17
As stated several places in the RFP, the purpose of these contracts is the purchase of hardware from equipment manufacturers. These are not one-stop-shopping contracts. The only allowance for software that could be allowed would be for updated releases of licenses that were originally purchased through the WSCA/NASPO Contracts. The agreement to allow upgrades to licenses, however, is still negotiable in the Participating Addendum.

Question No. 18
RFP Section I. D. Scope of Procurement, Para. 3; and I. F. Software:
Please clarify that the prohibition on offering Software that requires signing of a separate license agreement does not prohibit contractor from offering Software with usage customarily restricted by the "shrink wrap" terms made available with the Software.

Answer No. 18
As 'shrink-wrap' terms are not signed by the user, they would not be prohibited in an offering, as long as the purchase of the 'shrink wrap' software is tied to the purchase of the hardware.

Question No. 19
RFP Section I. D. Scope of Procurement, Para. 3; and I. F. Software:
Please confirm that commercial-off-the-shelf Software, licensed under terms no more restrictive than the license terms included in the WSCA contract, is considered allowable offered Software available for procurement by purchasing entities (unless prohibited by its respective Participation Addendum) under the WSCA contract.

Answer No. 19
The purchase of any type of software, including commercial-off-shelf software, must be tied to the purchase of the hardware.

Question No. 20
RFP Section I. A. Intent and Purpose, Para. 2:
This section notes, "Subcontractor participation will be governed by individual Participating State procurement officials, who have the sole discretion to determine if they will accept services from a sub-contractor."

And further in the RFP it states, "The Contractor(s) actually holding the Master Price Agreement shall be responsible for Servicing Subcontractor's providing products and services, as well as warranty service and maintenance for equipment the subcontractor has provided on a Master Price Agreement as well as the Takeback Program."

Again in Section I, D, it notes, Responders may propose the use of Servicing Subcontractors. However the Contractor shall remain solely responsible for the performance under the terms and conditions of the Master Price Agreement if Servicing Subcontractors are utilized."

Based on the sections above, the Master Price Agreement requires the respondent to assume sole responsibility for the performance of the subcontractors. In addition the subcontractors can only be used with the participating state's approval. Since the respondent must assume sole responsibility for all subcontractors, the respondent would like to take exception to requiring participating state's approval for the use of subcontractors. Respondent feels it is best to have a consistent implementation of the contract. Adhering to the Master Price Agreement as stated could inhibit our ability to bring the best value to the participating states. If the respondent took exception to this requirement would the respondent be non compliant?

Answer No. 20
Yes. The Participating Entity needs to be assured that the Contractor's subcontractors perform based on the terms and conditions of the MPA, and have recourse with the Contractor if that is not the case. The mechanism for approval of the subcontractors is negotiable.

Question No. 21
RFP Section I. B. General Guidance …, 2nd paragraph:
If a Respondent is providing a Take Back program only available directly from the Respondent and not the subcontractors is this acceptable?

Answer No. 21
Minnesota will not evaluate responses during the RFP process. Vendors are to submit responses that best meet the minimum requirements listed in the specifications.

Question No. 22
RFP Section I. A. Intent and Purpose, Para. 2 (referencing Section IV. Para. B.2.d.):
State wishes to renew expiring maintenance for products not purchased under WSCA/NASPO but which would fit the WSCA/NASPO PSS. May they under the WSCA/NASPO contract?

Answer No. 22
Yes, if allowed for in the Participating Addendum.

Question No. 23
RFP Section I. A. Intent and Purpose, Para. 2 (referencing Section IV. Para. B.2.d.):
State wishes to renew expiring maintenance for products not fitting the WSCA/NASPO PSS. May they under the WSCA/NASPO contract?

Answer No. 23
There is a difference between "not fitting" and "not being currently listed on" the WSCA/NASPO PSS. For situations where products are not within the parameters of the definitions included for the bands, the answer is No. If the products would fit within the parameters of the bands, but for whatever reason is not currently listed, the answer is Yes, once the product is approved by the WSCA/NASPO Contract Administrator and added to the PSS.

Question No. 24
RFP Section I. A. Intent and Purpose, Para. 5:
State has added staff and wishes to purchase additional seats of existing software included in PSS without ordering hardware in order to accommodate additional headcount. May they under the WSCA/NASPO contract?

Answer No. 24
Yes, if allowed for in the Participating Addendum.

Question No. 25
RFP Section I. A. Intent and Purpose, Para. 5:
State is consolidating servers and storage and as part of the cost savings plan has selected an existing software platform to standardize on. This will require additional software purchases without requiring additional hardware. May they under the WSCA/NASPO contract?

Answer No. 25
Yes, if allowed for in the Participating Addendum.

Question No. 26
RFP Section I. A. Intent and Purpose, Para. 6:
Does this mean that a State may increase the configuration cap or to identify that software may be purchased stand alone providing they a) get the approval of WSCA/NASPO and b) include such statements as changes in their Participating Addendum?

Answer No. 26
Paragraph 6 only applies to the unit/configuration cap and the ability of a Participating State or Entity being granted approval by the WSCA Directors to exceed that limit. The language has nothing to do with the software requirements and seeking approval to change those requirements.

Question No. 27
RFP Section I. B. General Guidance … :
To qualify for this solicitation, Responders must, at a minimum manufacture the products in any one or more of the **BAND(S)** as specified in Section IV, Paragraph B2b; and agree to take legal responsibility for the warranty and maintenance of all proposed equipment, including peripherals.
"Contractor" means the successful Responder.... The Contractor must manufacture or take direct, non-assignable, legal responsibility for the manufacture of the equipment and warranty thereof...."

Please confirm that a Contractor who is not necessarily a manufacturer, but takes all the legal responsibilities named above, and elsewhere in the bid can respond to this RFP. There are products available in the US that are not marketed by the manufacturer.

Answer No. 27
The Contractors, as stated in the RFP, must be the manufacturer of any one or more of the products included in the Bands shown in the RFP. Those Contractors are then allowed to offer third party products that meet the scope and other requirements in the RFP.

Question No. 28
RFP Section I. B. General Guideance …, Para. 2:
"In Addition, each responder must propose a Take-back/Recycling Program as specified in Section IV, Paragraph B14d."
There's no such section. Do you mean Section IV, #13, item C?

Answer No. 28
Yes. The reference should be to Section IV. #13c.

Question No. 29
RFP Section I. F. Definition of Terminology, Para. 30 "Participating Addendum" or "Participating Addenda":
"…Terms and conditions contained in a Participating Addendum shall take precedence over the corresponding terms in the Master Price Agreement. Additional terms and conditions may be added via the Participating Addendum."
Does a vendor have the right to not accept (decline) a Participating Addendum if we cannot agree to its proposed terms and conditions?

Answer No. 29
Yes.

Question No. 30
RFP Section I. G. Background Information, Para. 5:
Must a vendor have statewide coverage in all areas?

Answer No. 30
This paragraph lists possible Participating Entities. The Contractor needs to comply with the requirements of the Participating Entity, as negotiated in to the Participating Addendum.

Question No. 31
RFP Section I. B. General Guidance…:
If responding to a specific BAND, must the respondent reply to all portions of the band?
Example: if responding to "Band 2 – Workstations" can we only respond with desktops,
or must we also manufacture laptops and tablet pcs?

Answer No. 31
Responders can propose any or all categories within a Band.

Question No. 32
RFP Section I. A. Intent and Purpose, Para. 3:
May Responders bid on parts of 1 band, for instance, may we bid only on 2 models in "Band 2 – Workstations?"

Answer No. 32
Responders can propose any or all categories within a Band, and can propose as many models within that category.

Question No. 33
RFP Section I. B General Guidance …:
WSCA requests proof of a relationship (e.g., with our ASPs or other subcontractor) and states proof could be a binding agreement. Such agreements are contractually confidential. What other type of proof is acceptable?

Answer No. 33
The proof must be a signed document from the ASP/subcontractor/etc. that will be performing the warranty/maintenance work that clearly outlines the relationship between the Responder and the company and clear identifies the responsibilities of each party.

Question No. 34
RFP Section I. A. Intent and Purpose, Para. 5:
Please provide clarification on "license agreement."

Is WSCA looking for a custom image?

Answer No. 34
"License Agreement" refers to a Software License Agreement that the software publisher would require an entity to sign. If the second question refers to imaging of software on new equipment that is purchased, that service can be proposed in Section IV.B.2.d. Value Added Services.

Question No. 35
RFP Section I. A. Intent and Purpose, Para. 5, reference last sentence:
May Contractors sign Participating Addendums with multiple states, in which some of the states will purchase directly from the Contractor and other states will purchase from an approved Contractor Reseller for that state? i.e. can a Contractor have a hybrid model?

Answer No. 35
Yes. However, it will be up to each Participating Entity to decide if they can also agree to this, or not sign a Participating Addendum with your company. Responders must clearly identify in their response, in the appropriate section, that this is their intention.

Question No. 36
RFP Section I. A. Intent and Purpose, Para. 3, Section I. B. General Guidance …, Para. 7:
The word "limited" is used within the RFP request, (bold and capitalized)…i.e. This procurement will result in a LIMITED multiple source award(s).

Can you please provide a numerical range and definition of "limited" in this instance for the number of source award(s)?

Answer No. 36
Minnesota chooses not to respond.

Question No. 37
RFP Section I. D. Scope of Procurement, Para. 3:
What kinds of services fall under "general consulting professional services"? Please describe in more detail or provide some examples.

Answer No. 37
This is a standard term. It is defined in Minnesota statutes as:
'For the purposes of this section, "professional or technical services" means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation, and result in the production of a report or the completion of a task. Professional or technical contracts do not include the provision of supplies or materials except by the approval of the commissioner or except as incidental to the provision of professional or technical services.'

Question No. 38
RFP Section I. D. Scope of Procurement, Para. 4:
May individual states/entities enter into their own lease agreements, outside of this procurement/contract with the Contractor or another 3rd party?

Answer No. 38
Yes, if their statues/laws/rules allow for leasing using the contracts that will result from the RFP..

Question No. 39
RFP Section I. F. Definition of Terminology, PSS – Product and Services Schedule:
Must every product available be listed on the PSS or can a category be listed, along with the appropriate discount for that category?

Answer No. 39
Every product available must be listed in the PSS that is linked to the approved website. The discount should also be shown, as well as the description, and final price.

Question No. 40
RFP Section I. F. Definition of Terminology, Purchase Order:
Will a procurement card or credit card purchase meet WSCA/NASPO's definition of a "Purchase order"? In these instances where a procurement/credit card is used, the WSCA/NASPO contract number cannot be confirmed as there is no electronic or paper document.

Answer No. 40
A Purchase Card is a payment vehicle, not a purchasing vehicle. The WSCA/NASPO Contract number can be shown on the quote that the purchase is based on for the necessary audit trail.

Question No. 41
RFP Section I.F. Definition of Terminology, Servicing Subcontractor/Subcontractor/Reseller Agent:
The definition states these be Contractor authorized and state-approved. Does this mean Minnesota state-approved, or individually approved by each state or entity who might participate.

Answer No. 41
Servicing Subcontractors, etc. that will be use nationwide need Minnesota's approval. Servicing Subcontractors that are used for a specific state or entity will be approved based on what is negotiated in to the Participating Addendum.

QUESTIONS RELATIVE TO RFP SECTION II. CONDITIONS GOVERNING THE PROCUREMENT

Question No. 42
RFP Section II. A. Sequence of Events:
Will there be another period to submit questions?

Answer No. 42
There are no plans for allowing a second deadline for questions.

Question No. 43
RFP Section II. D. General Requirements, Para. 31. Non-Visual Access Standards:
Is the statement regarding Nonvisual Access standards applicable to printers and multifunction printers?

Answer No. 43
Yes. These products may be used by the visually impaired also.

Question No. 44
RFP Section II. D. General Requirements, Para. 33. TG/ED Preference:
Vendor requests the modification to read as follows, "The following will apply to Participating Entities within the state of Minnesota, in accordance with Minn. Stat. § 16C.16, subds. 6 and 7, eligible certified targeted group (TG) businesses and certified economically disadvantaged (ED) businesses will receive a 6 percent preference on the basis of award for this RFP. The preference is applied only to the first $500,000 of the response to the RFP. Eligible TG businesses must be currently certified by the Materials Management Division prior to the bid opening date and time.
To verify TG/ED certification, refer to the Materials Management Division's web site at www.mmd.admin.state.mn.us under "Vendor Information, Directory of Certified TG/ED Vendors."
To verify TG eligibility for preference, refer to the Materials Management Division's web site under "Vendor Information, Targeted Groups Eligible for Preference in State Purchasing" or call the Division's Help Line at 651.296.2600."

Answer No. 44
This language applies to vendors who respond to this RFP who are certified by the State of Minnesota as a TG or ED vendor. The language does not apply only to Participating Entities in Minnesota. The language will not be modified.

Question No. 45
RFP Section II. D. General Requirements, Para. 36. State Requirements:
Vendor requests the modification to read as follows, "The Contractor is responsible to present information to State agency and Cooperative Purchasing Venture (CPV) customers regarding product compliance with State requirements. The Contractor's catalog and other marketing materials utilized to offer products under this Contract shall affirmatively state when a product is in compliance with the Americans with Disabilities Act (ADA), the Nonvisual Access Standards (Minn. Stat. Ch. 16C.145), and the Energy Star Standards. The Contractor must also indicate in the catalog or other marketing materials if the product will not operate, is not intended to operate, or will not operate under full manufacturer's warranty, using paper with a post-consumer recycled content of 30 percent or greater. If any descriptive marketing materials are silent as to any or all of these requirements (e.g., ADA compliance, functions utilizing 30 percent recycled content paper), the customer will not assume the product meets or exceeds the State requirements."

Answer No. 45
Minnesota will not negotiate terms and conditions during the RFP process. Negotiations will be held at the time of the award of the MPA, or the award of an individual PA.

Question No. 46
RFP Section II. A. Sequence of Events:
Due to the complexity of this RFP, vendor request that a second round of questions and answers be added to the schedule to allow the vendors an opportunity to submit potential follow up questions based on the answers provided from first round of questions and answers.

Answer No. 46
There are no plans for allowing a second deadline for questions.

Question No. 47
RFP Section II. D. General Requirements, Para. 33. TG/ED Preference:
This section notes that certified targeted group (TG) businesses and certified economically disadvantaged (ED) businesses will receive a 6 percent preference on the basis of award for this RFP. Is this preference provided to Manufacturers who provide an avenue to utilize these businesses as a subcontractor since Section I, A, Paragraph 5 notes this is not a reseller contract?

Answer No. 47
This applies only to the qualified responder who has been certified by the State of Minnesota as a TG or ED vendor.

Question No. 48
RFP Section II. D. General Requirements, Para. 15. Agreement Terms and Conditions, 3rd paragraph:
If an offeror proposes alternate pre-negotiated terms with WSCA/NASPO, will WSCA allow evaluation of the proposal for consideration of award without rejection of the response as a whole?

Answer No. 48
Negotiations of any type will not take place during the evaluation phase of the RFP process. Negotiations will take place after the award of the RFP.

Question No. 49
RFP Section II. D. General Requirements, Para. 36. State Requirements:
Will the State consider relief on the requirement for Contractors to affirmatively state in catalog and marketing materials when a product is in compliance with ADA, NonVisual Access standards, and Energy Star standards, to requiring the listing only on the master price list (as amended) during the term of the contract? With the added RFP assumption that if not marked in marketing materials, products are assumed to meet or exceed the requirement, this broad requirement covering all catalog and marketing materials is overly burdensome to a

manufacturer given the variety of products made available under the WSCA contract and the multitude of marketing materials available in the marketplace.

Answer No. 49
Minnesota will not negotiate terms and conditions during the RFP process. Negotiations will be held at the time of the award of the MPA, or the award of an individual PA.

Question No. 50
RFP Section II, D. General Requirements, Para. 19. Key Personnel:
With the State's requirement to require a contractor counter-part representative as the main liaison with the State's Contract Administrator and its' implied approval indicated in the requirement, will the State agree that this individual will be the only named "key personnel" under the contract to afford contractor flexibility in staffing and administrating the contract?

Answer No. 50
Yes. However, a Participating Entity may also require this type of notification when negotiating a Participating Addendum, as there are key personnel in each State that are relied on by the Participating Entity.

Question No. 51
RFP Section II. B. Explanation of Events, Para. 7. Qualified Responder Website Demonstrations:
Will web requirements be different from today's requirements?

Answer No. 51
Web requirements are defined in the RFP and may be similar to current requirements. Responders should carefully review the requirements in the RFP.

Question No. 52
RFP Section II. D. General Requirements, Para. 1. Acceptance of Conditions Governing the Procurement:
Will providing a specific alternative term or condition constitute non compliance to this RFP?

Answer No. 52
Responders should carefully read Section II.D, 15. Agreement Terms and Conditions.

Question No. 53
RFP Section II. D. General Requirements, Para. 7. Proposal Offer Firm:
Will any exceptions to 90 day time period be made? Is this reference applicable to business days or calendar days?

Answer No. 53
No, there will not be an exception to the 90 day time period, unless a circumstance arises and both parties mutually agree to extend the time frame. The reference is to calendar days.

Question No. 54
RFP Section II. D. General Requirements, Para. 8. Disclosure of Proposal Contents:
What is the statutory citation related to the requirement for the State to retain contractual documents for at least 7 years?

Answer No. 54
The statutory reference is 138.17.

Question No. 55
RFP Section II. D. General Requirements, Para. 12. Acceptance of Proposal Contents:
Which statutory provision provides that the State is solely responsible for rendering the decision in matters of interpretation of all terms and conditions?

Answer No. 55
These are the State's terms and conditions and therefore the State has the final decision in interpreting their meaning. There is no specific statutory reference.

Question No. 56
RFP Section II. D. General Requirements, Para. 13. Governing Law:
Please provide examples of instances when a service should be deemed a "good" within the meaning of the UCC.

Answer No. 56
Minnesota chooses not to respond.

Question No. 57
RFP Section II. D. General Requirements, Para. 14. Basis for Proposal:
Does information "in writing" include details conveyed via the internet on an official State website?

Answer No. 57
If the question concerns the posting of the RFP and the Addenda on the Minnesota website, then the answer is Yes. Otherwise, the question is not clear as to its relevance to this paragraph. Section I.D.14 deals with what can be used by the Responder in preparation of the response to the RFP.

Question No. 58
RFP Section II. D. General Requirements, Para. 20. Laws and Regulations:
Which particular State and federal laws and regulations are subject to this requirement?

Answer No. 58
Minnesota chooses not to respond.

Question No. 59
RFP Section II. D. General Requirements, Para. 39.Electronic Funds Transfer (EFT) Payment Method and Structure:
Question: Will EFT be for both receiving funds and for submitting fees or just receiving funds?

Answer No. 59
The language in this section specifically states that EFT will be used for payments to the Contractor <u>from</u> the Minnesota Department of Finance.

Question No. 60
RFP Section II. A. Sequence of Events, #2. Deadline for Submission of Written Questions:
Should Contractor have a question between "Deadline for Submission of <u>Written</u> Questions", October 23, 2008 and Submission of Proposals, January 23, 2009, may we make an informal call or e-mail to the WSCA/NASPO Contract Administrator or are we totally cut-off from communicating with the MMD, Minnesota Department of Administration?

Answer No. 60
There are no plans at this time for allowing a second deadline for questions. You can communicate with the WSCA/NASPO Contractor Administrator. But if the question pertains to the specifications/requirements/terms and conditions of the RFP, the question will not be responded to as the deadline for questions has passed.

Question No. 61
RFP Section II. D. General Requirements, Para. 13. Governing Law:
The statement is made that the Contract shall be governed by the Uniform Commercial Code (UCC) as adopted by the State. This is a broad inclusion. Accordingly, other than the qualification that services shall be deemed "goods" within the meaning of the UCC, how and what codes is the State applying to the governance of this contract. Can the State be more specific?

Answer No. 61
The State is applying all portions of Minnesota Statute 336.

Question No. 62
RFP Section II. D. General Requirements, Para. 15. Agreement Terms and Conditions;
The RFP calls for the provisioning of maintenance. Accordingly, would it be correct to interpret that the inclusion of the Contractor's maintenance terms will be considered as an addition to the terms and conditions of the RFP and not an exception? Can a Contractor include other terms and conditions (e.g. warranty provisions, software licenses, etc.) with its proposal?

Answer No. 62
The responder should include any 'Value Added Services' as requested in Section IV. A.2.d. These services will not be considered exceptions to the terms and conditions of the RFP, but will not be negotiated in to the final MPA either. The negotiations of the value added services will be between the Contractor and the Participating Entity.

Question No. 63
RFP Section II. D. General Requirements, Para. 35. Hazardous Substances:
We request to have the MSDS available via a website as an acceptable alternative that is both eco-friendly, more readily accessible and easier to update.

Answer No. 63
Minnesota will not negotiate terms and conditions during the RFP process. Negotiations will be held at the time of the award of the MPA, or the award of an individual PA.

Question No. 64
RFP Section II. D. General Requirements. Para. 34.a. Affirmative Action: Covered Contracts & Contractor:
Is an out of state vendor required to certify only that it is in compliance with federal affirmative action requirements as stated in (a.) and only Minnesota based businesses are subject to items (b) through (f)?

Answer No. 64
No. See the requirements on the State of Minnesota Affirmative Action Data Page in Appendix G. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be reviewed and approved by the Minnesota Department of Human Rights before a certificate can be issued. Questions concerning the form should be directed to the Minnesota Department of Human Rights as stated on the form.

Question No. 65
RFP Section II. D. General Requirements, Para. 31. Nonvisual Access Standards:
Non-Visual Access Standards – Can WSCA/NASPO provide more information/detail about these standards so we may ensure compliance?

Answer No. 65
Refer to Minnesota Statute 16C.145. Responders should identify any products they propose that meet these standards.

Question No. 66
RFP Section II. D. General Requirements, Para. 15. Agreement Terms and Conditions, a and b:
Please provide an example where an exception would give a responder a competitive advantage over other responders. Similarly, please define "significantly different" in 15b.

Answer No. 66
Minnesota chooses not to respond.

Question No. 67
RFP Section II. D. General Requirements, Para. 30.b. Certification Regarding Debarment… :
Please define "principal" as it is used in Section 30(b).

Answer No. 67
This is taking from the Federal Government CFR language referenced in this paragraph, and is so defined by the Federal Government.

Question No. 68
RFP Section II. D. General Requirements, Para. 22. Right to Publish:
What is the timeframe for an approved work plan? 6 months from contract date? 12 months? Other?

Answer No. 68
Minnesota will not negotiate terms and conditions during the RFP process. Negotiations will be held at the time of the award of the MPA, or the award of an individual PA.

Question No. 69
RFP Section II. D. General Requirements, Para. 39. Electronic Funds Transfer:
What is the purpose of providing the Responders bank routing information, as later in the RFP request, the quarterly payment is to be made by the Contractor via hardcopy check?

Answer No. 69
This section deals with the payments **to** Contractor, not the payments **from** the Contractor.

QUESTIONS RELATIVE TO RFP SECTION III. RESPONSE FORMAT AND ORGANIZATION

Question No. 70
RFP Section III. B. Number of Copies:
Should the copies be divided into three binders as indicated in Section III, paragraph C1?

Answer No. 70
Yes.

Question No. 71
RFP Section III. C. Proposal Format, Para. 1. Proposal Organization:
In which binder (1, 2 or 3) should Appendices K and L be placed?

Answer No. 71
All State of Minnesota forms should be placed in binder 3.

Question No. 72
RFP Section III. C. Proposal Format, Para. 1. Proposal Organization:
Item k reads, "State of Minnesota forms, Appendices F through J (binder 3)." Responder believes this should read, "State of Minnesota forms, Appendices G through L (binder 3)." Appendix F is the RFP Question Form which will have already been submitted, and Responder believes Appendix K (Taxpayer ID) and Appendix L (Immigration Status Certification) should be included in the binder as well. Please clarify which appendices, out of

Appendices D-L, should be included in Binder 3.

Answer No. 72
All State of Minnesota forms should be placed in Binder 3. There is no need to include Appendices D, E, or F in Binder 3. Sample reports, other supporting materials, and proposed lease agreements should also be placed in Binder 3.

Question No. 73
RFP Section III. C. Proposal Format, Para. 1. Proposal Organization:
Item "l" asks for Proposed Lease Agreements but does not designate a binder. Where should proposed lease agreements be included?

Answer No. 73
Proposed lease agreements should also be placed in Binder 3.

QUESTIONS RELATIVE TO RFP SECTION IV. SPECIFICATIONS

Question No. 74
RFP Section IV. B. Technical Specifications, Para. 2.e. E-Rate Program:
Are responders required to have an E-Rate contractor identification number for each product proposed?

Answer No. 74
No. The E-Rate program does not apply to all products included in the RFP. Responders should clearly note which products/services their E-Rate number applies to.

Question No. 75
RFP Section IV. A. Information, Para. 2. Facilities:
Whose website will be used for ordering? State of Minnesota or the manufacturer's proposed website?

Answer No. 75
The Contractor's website.

Question No. 76
RFP Section IV. –all paragraphs:
Can our reseller agents fulfill the requirement for the electronic commerce site?

Answer No. 76
If you are asking if orders can be placed and fulfilled by reseller agents, the answer is Yes. The reseller agent websites would have to be linked from the Contractors website and only show the products and pricing that are available on the WSCA/NASPO Master Price Agreement. The Contractor will be held responsible for the content of its reseller agents' website that pertain to the WSCA Contracts. It will be up to each Participating Entity to decide if they can also agree to this, or not sign a Participating Addendum with your company.

Question No. 77
RFP Section IV. B. Technical Specifications, Para. 4. Electronic Commerce, a and b:
Can we demonstrate our ability to fulfill the electronic commerce portion of the bid by showing our reseller agent electronic ordering sites?

Answer No. 77
No. You will need to demonstrate the entire capability of both your website and your reseller agents' websites that will be linked to your website.

Question No. 78
RFP Section IV. B. Technical Specifications, Para. a. Facilities:
Does the manufacturer have to be ISO 14001 certified in order to qualify for RFP?
Or can we partner with a subcontractor that has these third party certification?

Answer No. 78
No, the manufacturer does not have to be ISO 14001 certified. This is an area where points will be awarded. Certifications that a subcontractor may have would not qualify.

Question No. 79
RFP Section IV. B. Technical Specifications, Para. 13. b. Environmental Certification:
Will the manufacturer be disqualified if they do not have any third party certifications from Blue Angel, EcoLogo, Green Guard, Nordic Swan, and TCO?
Or can we partner with a subcontractor that has these third party certification?

Answer No. 79
No. As outlined in Section V. Evaluation, points are given for the various certifications listed in B.13.b. Certifications that subcontracts may have would not qualify.

Question No. 80
RFP Section IV. B. Technical Specifications, Para. 2. Product and Services Overview:
If we submit a bid for each of the Bands is it possible that we may be chosen for individual Bands or is it all or nothing?

Answer No. 80
Awards will be based on the points received by the responder, as outlined in Section V. It is possible that a responder may not be awarded all Bands proposed.

Question No. 81
RFP Section IV. B. Technical Specifications, Para. 13b. Environment Certifications:
Does the responder only submit products that have been certified by the referenced third-party certification bodies?

Answer No. 81
As outlined in Section V. Evaluation, points are given for the various certifications listed in B.13.b. Certifications that subcontracts may have would not qualify. Currently, the only product requirement is a minimum EPEAT bronze self-registration.

Question No. 82
RFP Section IV. B. Technical Specifications, Para. 13b. Environment Certifications:
If the vendor's product does not have any of the referenced certifications, will they still be allowed to submit a bid response?
Is it mandatory to participate and maintain each of these programs (i.e., Blue Angel, EcoLogo, Green Guard, etc.)?

Answer No. 82
As outlined in Section V. Evaluation, points are given for the various certifications listed in B.13.b. Certifications that subcontracts may have would not qualify. Currently, the only product requirement is a minimum EPEAT bronze self-registration for all desktops laptops and monitors provided under the contracts resulting from this RFP. However, as stated in the RFP, as additional standards/certifications are developed, Contractors will be required to meet those new standards/certifications.

Question No. 83
RFP Section IV. B. Technical Specifications, Para. 2a. Breadth of Offering – Instructions:
Is the vendor only allowed to submit multifunctional printers (MFP) that are listed in Printer Multifunctional category of Better Buys for Business and any MFP that is not listed should not be submitted as part of the bid

response?
Would this also apply to any stand alone printers being offered?

Answer No. 83
Yes to both questions. Better Buys for Business will be one tool used to confirm that the product is a printer and not a copier.

Question No. 84
RFP Section IV. B. Technical Specifications, Para. 6. References:
Can the letters of reference come from the State Contract Administrator or do they need to come from the end-users at the state level that have purchased equipment from the vendor/reseller?

Answer No. 84
The purpose of the references is to ascertain if the responder has been able to perform on large contracts of similar size with similar products and services. The letters should come from the State Contract Administrator who would be better equipped to give that type of reference.

Question No. 85
RFP Section IV. B. Technical Specifications, Para. 9. Pricing Level and Volume Discount Guarantees:
The current pricing discount structure we offer to WSCA is not in-line with state contracts that we hold in various states. We are looking to have similar discounts for all of our contracts, which may increase pricing to WSCA on this bid submission. Would we be allowed to change our pricing discounts or do we have to submit the same discount structure or better with our bid response?

Answer No. 85
You do not need to offer the same discount structure in your response. Keep in mind that the discount structure offered in response to the RFP will be required to remain firm, or increase, during the life of the Contract.

Question No. 86
RFP Section IV. B. Technical Specifications, Para. 13b. Environment Certifications:
Does the vendor have to provide proof of certification with their bid submission or at a later date?

Answer No. 86
Proof of certification should be submitted with the RFP response.

Question No. 87
RFP Section IV. B. Technical Specifications, Para. 4. Electronic Commerce, a. Web Site:
We would host/maintain the website for WSCA, however, we would utilize resellers for fulfillment and all orders would be placed with the resellers. Would all of our resellers need to meet the website capabilities that are referenced under **item a?**

Answer No. 87
The reseller websites will need to be linked from the Contractor's website, so not all of the website capabilities listed will be required on the reseller website. Specific details will be negotiated during contract negotiations.

Question No. 88
RFP Section IV. B. Technical Specifications, Para. 13.d. Environmental Improvement Plan:
Why is NASPO/WSCA using the European Union's WEEE directive

Answer No. 88
Minnesota chooses not to respond.

Question No. 89
RFP Section IV. B. Technical Specifications, Para. 3b. Customer Reporting:
Vendor requests the modification to read as follows, "Upon request of a Purchasing Entity, the Contractor will be required to provide reports to Purchasing Entities with a signed Participating Addendum, using the same format as the WSCA Report. Responders should describe enhanced reporting capabilities such as electronic delivery of reports or direct access to Internet or other database that may be used to administer the Master Price Agreement. Asset management or other reports for Purchasing Entities should be addressed."

Answer No. 89
Minnesota will not negotiate terms and conditions during the RFP process. Negotiations will be held at the time of the award of the MPA, or the award of an individual PA.

Question No. 90
RFP Section IV. B. Technical Specifications, Para. 1.a. Facilities:
Is ISO14001 certification mandatory?

Answer No. 90
No. See Section V. Evaluation, for the point structure that will be used in evaluating the responses to the RFP.

Question No. 91
RFP Section IV. B. Technical Specifications, Para. 1.a. Facilities:
In a multi-plant operation where one location is certified and one not, would all PSS product need to come from the certified plant?

Answer No. 91
Minnesota will not evaluate responses during the RFP Q&A process.

Question No. 92
RFP Section IV. B. Technical Specifications, Para. 6. References:
Can references be from buying consortia such as the Texas Educational Technology Purchasing Consortium (TETPC)?

Answer No. 92
References must meet the criteria defined in the referenced section.

Question No. 93
RFP Section IV. B. Technical Specifications, 6. References:
Can any reference be from a from a private institution or businesses that is currently receiving similar products?

Answer No. 93
References must meet the criteria defined in the referenced section.

Question No. 94
RFP Section IV. B. Technical Specifications, 13.b. Environmental Certifications:
Are Blue Angel, EcoLogo, Green Guard, Nordic Swan and TCO certifications optional?

Answer No. 94
See Section V. Evaluation, for the point structure that will be used in evaluating the responses to the RFP.

Question No. 95
RFP Section IV. B. Technical Specifications, Para. 7b. Contracting Personnel:
Does Responder need to provide a full resume for the first five named individuals, or can it be a summary of the individual's experience and responsibilities?

Answer No. 95
The resume needs to include enough information on the person so that the Evaluation Team can determine if the person has sufficient contracting experience. Points will be awarded accordingly.

Question No. 96
RFP Section IV. B. Technical Specifications, Para. 13b. Environmental Certifications:
The first paragraph of this section states the following:

"For each product category proposed by the Responder in response to this RFP, the Responder must list any and all certifications received from the following third-party certification bodies: Blue Angel, EcoLogo, Green Guard, Nordic Swan, and TCO. In addition, Responders must identify any self-registration claims made based on standards from: Energy Star, EPEAT (with Bronze, Silver, or Gold registration level identified), or RoHS. Responders should use the chart on page 54 for this purpose."

Does Responder provide this information with the bid, or in the quarterly reports described in section f? If with the bid, should Responder use the format given in section f or a different format?

Also, how should Responder respond if not all products within a category have a given certification, or the same level of certification? For example, one desktop might be EPEAT Gold, while another is EPEAT Silver. Or, one notebook may have certain third party certifications that another does not. If Responder "checks" a certain box, will that be interpreted to mean that all products in that category have the certification?

Answer No. 96
The chart on page 54 is to be used for the response to this section of the RFP. The format for the 'green' reporting has not been determined yet, but may be similar to the chart in the RFP. The chart is a Word table that can be expanded to fit a responder's need.

Question No. 97
RFP Section IV. B. Technical Specifications, Para. 13b. Environmental Certifications and 13f. Green Reporting:
Regarding the chart on page 54, does the Desktops category include Workstations? Does the Laptops/notebook category include Tablet PC's?

Answer No. 97
Yes, the chart includes all products in all categories where the certification or self-registration could apply.

Question No. 98
RFP Section IV. B. Technical Specifications, Para. 13 Takebackand other Environmental Programs:
Please confirm that there is no section e for this section on Takeback and Other Environmental Programs.

Answer No. 98
No, there is no section e, in paragraph 13.

Question No. 99
RFP Section IV. B. Technical Specifications, Para. 9b. Cumulative Discounts:
If a specific Contractor does not have the ability to provide Cumulative discounts by Product bands, but instead can provide other Cumulative options that would provide cost savings benefits to WSCA/NASPO and the procuring entities will this meet this requirement if examples are provided?

Answer No. 99
Minnesota will not evaluate responses during the RFP process. Vendors are to submit responses that best meet or exceed the requirements listed in the specifications. Points will be awarded accordingly.

Question No. 100
RFP Section IV. B. Technical Specifications, Para. 13f. Green Reporting:
If a Contractor does not have an automated reporting process to provide this information at this time, but instead can provide Green information for select products, such as the WSCA Premium Savings Configurations or State Specific Standard Configurations, and/or a website that provides Procuring entities the ability to pull information and compile their own data will that be acceptable to fulfill this section until such time that the Contractor would have this reporting available?

Answer No. 100
This section of the RFP asks for the responder's willingness to provide reports, not what the responders' current capabilities are. The reporting process and requirements will be negotiated later.

Question No. 101
RFP Section IV. B. Technical Specifications, Para. 7b. Rollout and Marketing Plan, Contracting Personnel:
If a Respondent has a Company policy that only allows personnel to provide a resumes on a voluntary basis, can a Respondent instead provide a brief paragraph overview for each contracting personnel and only a full resume for the Primary Account Representative/main Contractor contact supporting WSCA?

Answer No. 101
The resume needs to include enough information on the person so that the Evaluation Team can determine if the person has sufficient contracting experience. Points will be awarded accordingly.

Question No. 102
RFP Section IV. B. Technical Specifications, Para. 1.g. Subcontractor Usage:
If a Participating States/Participating Addendum approves the utilization of subcontractors to accept purchase orders and payments, can the subcontractors create a websites in support of the contract in addition to the Respondents website?

Answer No. 102
The subcontractors' websites would have to be linked from the Contractors website and only show the products and pricing that are available on the WSCA/NASPO Master Price Agreement.

Question No. 103
RFP Section IV. B. Technical Specifications, Para. 2b. Computing Equipment, Primary Categories, Operating Systems
This requirement states that, "Responders must provide, at a minimum, a licensed operating system with <u>each type of processor</u>. Responders must provide a summarized list of the operating systems that are proposed for <u>each of the following categories of processors</u>." No categories of processors are listed. Please provide the categories of processors.

Answer No. 103
Change this paragraph to read: "Responders must provide, at a minimum, a licensed operating system with each type of processor. Responder must provide a summarized list of the operating systems that they propose for each type of processor they can supply."

Question No. 104
RFP Section IV. B. Technical Specifications, Para. 2a. Breadth of Offering – Instructions:
This section indicates, "These machines must be listed in the Printer Multifunctional category in Better Buys for Business." If this is not an industry standard listing for printers, but instead is used more for copiers, can a Respondent instead use the "Buyers Lab" (CLI), which is widely used in the industry covering printers by businesses and Corporations?

Answer No. 104
Better Buys for Business does have a listing for Multifunctional printers. However, Buyers Lab can be used as a tool to confirm that the product is a printer and not a copier.

Question No. 105
RFP Section IV. B. Technical Specifications, Para. 2a. Breadth of Offering - Instructions:
This section indicates, "These machines must be listed in the Printer Multifunctional category in Better Buys for Business." If the Respondent has most of their printers listed in the Better Buys for Business and will have all the products listed by the time of award or contract execution, will this be acceptable if so noted in the response.

Answer No. 105
This is acceptable as long as the products proposed on the pricing pages can be verified in Better Buys for Business as being Multifunctional Printers.

Question No. 106
RFP Section IV. B. Technical Specifications, Para. 13f. Green Reporting:
In this section it refers to categories. Are those categories the items noted in the chart?

Answer No. 106
The green reporting categories are listed in that paragraph. The chart is for use in responding to Section IV.13.b.

Question No. 107
RFP Section IV. B. Technical Specifications, Para. 1d. Organization:
This section notes, "Responders must include an organization chart and a thorough narrative describing how the Master Price Agreement will be supported from senior management down to field technicians including the use of any wholly owned subsidiaries or subcontractors. "

If a Respondent has a large organization supporting State Government, would a high level organization chart be allowable to meet this requirement providing detail from the VP level to the District Manager and Primary Account Representative supporting the WSCA contract, along with a thorough narrative describing how the Respondents supports the contract?

Answer No. 107
The information supplied must be detailed enough to evaluate the Respondent's support of the MPA.

Question No. 108
RFP Section IV. B. Technical Specifications, Para. 1c. State Contracts:
Should the dollar value of the WSCA/NASPO contract be included as a total (all OEMs) or just the individual OEM's portion?

Answer No. 108
The section is not asking for just WSCA/NASPO contract information, it is asking for a list of all states where the Responder has been awarded a statewide price agreement for computer equipment. The information should include all purchases made through each contract listed.

Question No. 109
RFP Section IV. B. Technical Specifications, Para. 2b. Computing Equipment – Primary categories: Recommendation to include new language and reference a new Minimum Requirement in Band:
Will you include power protection language in the RFP (Manufacturers of Personal Computers and Related Devices) in order to upgrade service coverage, ensure better running equipment, control costs and improve productivity?
BEST PRACTICES RECOMMENDATION: I recommend that you incorporate the following language into the bid to ensure that the Band 2 and Band 3 equipment acquired off of this contract include comprehensive power protection:

Power Protection Requirement: All Band 2 and Band 3 equipment installed under this contract shall come equipped with an external surge protection device (line conditioner) at no additional cost. This is in addition to any internal surge protection that the Band 2 and Band 3 equipment may already have. The surge protection device shall have a lifetime warranty on itself and also a warranty that provides for repair or replacement of the host device in the event of damage due to power problems. In addition to surge protection, the device shall provide high frequency noise filtering. Network lines shall be verified to CAT5e standard or higher. If applicable, phone/fax lines shall also be protected, and incorporate a wideband DSL filter.

Answer No. 109
This requirement will not be included in the RFP. Individual Participating Entities will deal with this issue when they order equipment.

Question No. 110
RFP Section IV. B. Technical Specifications, Para. 2a. Breadth of Offering:
We petition the State to allow vendors to utilize Buyers Laboratory, Inc (BLI), another industry recognized publication, as well.

Answer No. 110
Buyers Laboratory, Inc. (BLI) can be used as a tool to confirm that the product is a printer and not a copier.

Question No. 111
RFP Section IV. B. Technical Specifications, Para. 9a. Per Transaction Multiple Unit Discount:
This *is confusing as it appears to* encourage participating vendors not to offer their best price for single unit purchases. The solicitation advises *"Contract awardees should assume that the pricing accepted reflects individual or small quantity purchases taking into consideration the total value of this cooperative agreement. The purpose of such a cooperative agreement is that no one entity should be afforded better pricing because of its larger volume of purchases over an entity with a smaller volume of purchases."* Why, then, would vendors need to offer additional discounts? If a vendor response is "there is no further discount" will that vendor be eliminated for giving a single best price?

Answer No. 111
As stated in this section, and in Section I we do ask that vendors respond with their best price for individual or small quantity purchases. However, it is well known in the industry that better discounts are available for commitments on large purchases, whether it is a one-time large purchase, or a standard configuration. Responses to any section of the RFP will be evaluated based on the point structure in Section V.

Question No. 112
RFP Section IV. B. Technical Specifications, Para. 1c. State Contracts:
What if a vendor is not on any statewide pricing agreements for computing equipment products? Do you still require some sort of response on this item?

Answer No. 112
Some type of response is required for all sections of the RFP, as the responses will be evaluated based on the point structure in Section V.

Question No. 113
RFP Section IV. B. Technical Specifications, Para. 4a. Electronic Commerce/Website:
"Responders must provide, in their proposal, the URL to a website": that provides ……
For potential new contractors does the state expect the contractor only to provide a prospective URL address or example at the time of submission or must this URL already contains all the necessary items at the time of submission or at a later date prior to website demonstrations?

Answer No. 113
As stated further on in that Section, "The website does not need to be fully functional prior to the award. The Responders should submit a URL that best demonstrates the website capabilities in relation to those requested in the RFP."

Question No. 114
RFP Section IV. B. Technical Specifications, Para. 9. Pricing Level & Volume Discount:
"Responders must submit with their proposal a narrative that describes the baseline (published) pricing and the initial pricing level discount that is proposed, by type or category of products…"

To further clarify does this section allow for various discount percentages to be offered, for example different %'s from MSRP for equipment, accessories, supplies, etc.?

Answer No. 114
Yes.

Question No. 115
RFP Section IV. B. Technical Specifications, Para. 2a. Breadth of Offer, 2nd paragraph:
Better Buys for Business currently provides ten (10) separate purchasing guides. In order to capture the full universe of multifunctional units capable of printing that are available within the industry but may be listed in different guides of Better Buys for Business, or new products that have been recently introduced could the state please expand the statement to read:

"These machines must be listed in the either The Printer Multifunctional, The Low- Volume Copier & Multifunctional (Below 23 pages per minutes), or Medium-Volume Multifunctional printed or online guides (23-50 Pages Per Minute) offered by Better Buys for Business.

Answer No. 115
Any category within Better Buys for Business can be used in response to this Section, as long as the reference in Better Buys for Business clearly shows that the machine is a printer with copying functions and not a copier.

Question No. 116
RFP Section IV. B. Technical Specifications, Para. 9:
Section IV.B, Item 9 states that "the baseline pricing is to include the warranties as stated for each Band listed in Appendix B."

a. The warranty coverage states "three year next working day" for certain products in Band 2, but "three year next working day onsite St. Paul" for others in Band 2. Is WSCA/NASPO looking for 3-year *onsite* warranty for all products in Band 2?
b. Although Item 9c – Standard (Premium Savings) Configurations – does not explicitly state that the pricing is to include the warranty, the forms in Appendix C do contain line items for the warranty above-the-line. Does WSCA/NASPO intend to include warranty within the prices quoted for Standard/Premium Savings Configurations?

Answer No. 116
The warranties stated in Appendix B for each category within each Band are the warranties that must be included for all products proposed for that Band/category. The reason there are two different warranty requirements for Band 2 is that most manufacturers do not provide onsite warranty for portables such as laptops, tablets, etc. The pricing for products shown in Appendix C is to include all items that are listed as the minimum requirements, including warranty. The warranty does not begin until the products is delivered to the location shown on the Purchase Order.

The following change is made to the warranty requirement in Appendix C for the Laptop computer:
From: three years onsite warranty; To: three year next working day warranty.

Question No. 117
RFP Section IV. B.4. Electronic Commerce:
What level of 'originality' must the capability of invoice reprint as shown in section 4a require?

Answer No. 117
Website capabilities will be demonstrated/discussed during the website demonstration. Respond to Section IV.B.4. with whether or not you have the capabilities listed.

Question No. 118
RFP Section IV. B. Technical Specifications, Para. 4. Electronic Commerce:
For the demonstration it is understood the site is to be freely accessible without password or registration; for a production site what level of user login and password security is required?

Answer No. 118
The production website should not require a password or any type of registration for use to simply browse the product/pricing information. The demonstration site can have a password as the Responder will be doing the demonstration.

Question No. 119
RFP Section IV. B. Technical Specifications, Para. 1b. Personnel:
Is WSCA referring to all 50 states or just WSCA states?

Answer No. 119
It is referring to all 50 states, the District of Columbia and the other territories of the United States.

Question No. 120
RFP Section IV. B. Technical Specifications, 2b. Computing Equipment – Primary Categories:
Band 3 lists a "Portable (Laptop)," however, the spreadsheets in Appendix B and C do not list a laptop in Band 3. Please confirm that Band 3 does not include a laptop computer.

Answer No. 120
Band 3 is for printers, not computers. The "Portable (Laptop)" category under Band 3 is for a portable printer.

Question No. 121
RFP Section IV. B. Technical Specifications, Para. 3. Reporting:
Currently Contractors provide quarterly utilization reports to the Contract Administrator. Will the new requirement be monthly and due on the 15th day following month-end?

Answer No. 121
Yes, the reports will be due as stated in the RFP.

Question No. 122
RFP Section IV. B. Technical Specifications, Para. 4b. Electronic Processing:
Will a procurement card or credit card purchase meet the WSCA/NASPO's definition of a "Purchase Order"?

Answer No. 122
A Purchase Card is a payment vehicle, not a purchasing vehicle. See Exhibit A, 6. Payment Provisions.

Question No. 123
RFP Section IV. B. Technical Specifications, Para. 13. Takeback and other Environmental Programs, d.e.f.:
The RFP skips section E between D – Environmental Improvement Program and F – Green Reporting. Is there a section "e" that needs to be provided to the Responders?

Answer No. 123
No, there is no Item e.

QUESTIONS RELATIVE TO RFP SECTION V. EVALUATION

Question No. 124
RFP Section V.:
How will the points system detailed in the RFP be used in the bid evaluation process?

Answer No. 124
The points will be used as identified in this Section. There are a total number of points for the various paragraphs under Section IV. Specifications. That is the only detail available at this time.

Question No. 125
RFP Section V. B. Evaluation Process, Para. 5 :
As indicated in Section B.5 of this section, "The responsible Responders with the highest scores will be selected as finalist Responders based upon the proposals submitted"…

Does this mean "highest scores" based on the overall addition of all the points possible by evaluation factor, or does it mean "highest" scores for a particular evaluation factor?

If yes, "highest" scores for a particular evaluation factor, which evaluation factors are being considered to select finalist Responders when selecting "highest scores"?

Answer No. 125
"Highest scores" means overall highest number of points received for all evaluation factors.

Question No. 126
RFP Section V. B. Evaluation Process, Para. 5:
Will the "available evidence" as referenced in this paragraph as other sources of information and from Section 2, Paragraph B17, be provided to Responders upon request?

Answer No. 126
There is no wording 'available evidence' in either of the paragraphs referenced in this question. Section V.B., Paragraph 2, identifies the Minnesota statute that governs what information will become public, and when that will happen.

QUESTIONS RELATIVE TO RFP APPENDIX A
MASTER PRICE AGREEMENT TERMS & CONDITIONS

Question No. 127
RFP Appendix A. Para. 22. Use of Servicing Subcontractors:
Can we name our reseller agents at the time of proposals and show their capabilities?

Answer No. 127
Please submit the information concerning your resellers that are asked for in Section IV. Specifications, Item B1g. Subcontractor Usage.

Question No. 128
RFP Appendix A. Para. 57. E-Rate:
Our last bid submission, E-Rate was not applicable to printers. Did the program change and does it now include printers??

Answer No. 128
It is the responsibility of the responder to research the E-rate program and respond accordingly to Section IV. Specifications, B.2.e. E-Rate Program

Question No. 129
RFP Appendix A. Para. 1. Definitions, "Manufacturer":
There is a sentence in this definition that states: "The manufacturer must provide direct, un-infringed unlimited USA OEM warranties on the product." Our products typically come standard in 1 yr. exchange or on-site warranties. Would these be acceptable to WSCA, as there probably aren't many manufacturers that would offer "unlimited" warranties?

Answer No. 129
The same sentence is in the definitions area in Section I of the RFP. The intent is not for unlimited warranty. As stated in Section IV.B.9. the baseline pricing for products proposed for each Band must include the warranties listed for the Band or category in Appendix B. Pricing Configurations.

Question No. 130
RFP Appendix A. Para. 1. Definitions:
Purchases intended for public safety often include computers, storage, and security cameras. Vendor requests that security cameras be included in the definition of "Peripherals", or that security cameras be allowed as a bundle with storage equipment and/or computers.

Answer No. 130
Security cameras are considered outside the scope of the RFP as defined in Sections I of the RFP. The definition of "Peripherals" in the RFP Section I. Introduction. F. Definition of Terminology, and RFP Appendix A. Para. 1. Definitions, is hereby changed to read:
"Peripherals" means any hardware product that can be attached to, added within, or networked with personal computers or servers, including but not limited to storage, printers (including multifunction network printers), scanners, monitors, keyboards, projectors, uninterruptible power supplies (UPS) and accessories. Software, as defined in the RFP, is not considered a peripheral. Adaptive/Assistive technology devices are included as well as configurations for education. Peripherals may be manufactured by a third party, however, Contractor shall not offer any peripherals manufactured by another contractor holding a Master Price Agreement without the prior approval of the WSCA/NASPO Contract Administrator. AUDIO VISUAL PRODUCTS (any type of cameras, televisions, whiteboards, etc.) are NOT included in this RFP or subsequent contracts. The exception to this definition is whiteboards, which can be sold as part of the Instructional Bundles, but not as a stand-alone item. **The Contractor(s) shall provide the warranty service and maintenance for all peripherals on the Master Price Agreement as well as a Takeback Program**.

Question No. 131
RFP Appendix A. Para. 1. Definitions:
Vendor requests change to definition of "Peripherals" allowing Contractor to pass through third-party warranty service and maintenance/ which is an industry standard and commercially accepted practice.

Answer No. 131
The language does not prohibit the Contractor from passing through the third-party warranty. The language does make it mandatory, however, that the Contractor still take legal responsibility for the fulfillment of the warranty. See Section I.B. in the RFP for the definition of what is required of the Contractor.

Question No. 132
RFP Appendix A. Para. 2. Scope of Work, Item 2:
Vendor offers the following in lieu of the second paragraph - "The Contractor is required to provide and/or agree to take legal responsibility for the warranty and maintenance of all proposed equipment, including peripherals. Taking legal responsibility means the Contractor must provide warranty and maintenance call numbers, accept, process and respond to those calls, and be legally liable for and pay for those warranty and maintenance (under warranty) activities. Products/Peripherals manufactured by a third party and not specifically installed within the product are hereby excluded from this requirement. The third party manufacturer is responsible and legally liable for all warranty, maintenance and call support for the third party Products/ Peripherals under the warranty provided with the third party product(s). The Contractor shall offer a Takeback Program for products covered by this Agreement." If above paragraph is not acceptable, will the State allow the Contractor to negotiate in good faith alternative language with the state?

Answer No. 132
Minnesota will not negotiate terms and conditions during the RFP process. Negotiations will be held at the time of the award of the MPA.

Question No. 133
RFP Appendix A. Para. 3. Title Passage:
Vendor offers the following in lieu of the first sentence, " The Contractor must pass unencumbered title to any and all products purchased under this Contract upon receipt of product by the State."

Answer No. 133
Minnesota will not negotiate terms and conditions during the RFP process. Negotiations will be held at the time of the award of the MPA, or the award of an individual PA.

Question No. 134
RFP Appendix A. Para. 6. Payment Provisions:
Vendor requests to modify Acceptance definition to include the following: "Unless otherwise agreed upon between the Purchasing entity and the Contractor, the Purchasing entity shall within fifteen (15) calendar days from the date of the Contractor's invoice, issue a written notice of particial acceptance or rejection of the Products of Services: other wise the Products or Services shall be deemed accepted."

Answer No. 134
Minnesota will not negotiate terms and conditions during the RFP process. Negotiations will be held at the time of the award of the MPA, or the award of an individual PA.

Question No. 135
RFP Appendix A. Para. 6. Payment Provisions:
In the second sentence, Vendor requests change to payment requirement to "30 days from date of invoice", as opposed to "30 days from receipt of an undisputed invoice."

Answer No. 135
Minnesota will not negotiate terms and conditions during the RFP process. Negotiations will be held at the time of the award of the MPA, or the award of an individual PA. Keep in mind that language based on Minnesota Statute will not be negotiable in the MPA.

Question No. 136
RFP Appendix A. Para. 10. Shipment and Risk of Loss:
Vendor requests the modification to the second sentence to read as follows, "Responsibility and liability for loss or damage shall remain the Contractor, as long as the Contractor designates the carrier, until delivery to the identified ship-to address when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor’s warranty obligations."

Answer No. 136
Minnesota will not negotiate terms and conditions during the RFP process. Negotiations will be held at the time of the award of the MPA, or the award of an individual PA.

Question No. 137
RFP Appendix A. Para. 11. Warranties:
Vendor requests it be modified to read as follows: "The Product conforms to the specific technical information about the Contractor’s products which is published in the Contractor’s product manuals, data sheets or as listed on Contractor's website."

Answer No. 137
Minnesota will not negotiate terms and conditions during the RFP process. Negotiations will be held at the time of the award of the MPA, or the award of an individual PA.

Question No. 138
RFP Appendix A. Para. 11. Warranties, Item 2:
Please restate this provision as the meaning/intent is not clear

Answer No. 138
The intent is that if an entity relies on the advice of the Contractor's sales rep., or if the written specifications from the Contractor state that a particular product will function in a particular manner, then the Contractor will be held to those specifications.

Question No. 139
RFP Appendix A. Para. 11.B. Warranties:
Vendor requests to remove requirement for prior approval of Contract Administrator. The then current industry standard warranty will be offered.

Answer No. 139
As stated in Section IV.B.9. the baseline pricing for products proposed for each Band must include the warranties listed for the Band or category in Appendix B. Pricing Configurations. For the majority of the products, the warranty stated is a three-year warranty. Changes to those warranty requirements can only be made when prior written approval is received, as stated in Appendix A.11.

Question No. 140
RFP Appendix A. Para. 14. Product and Service Schedule, Item B.:
Please define "uniform WSCA price" as used here and other places.

Answer No. 140
The price posted in the PSS is the base WSCA price for the product, not including any special discounts offered for standards, WSCA/NASPO Premium Savings Packages, or any other type of special discounts offered.

Question No. 141
RFP Appendix A. Para. 15A. Substitution of units/configurations:
Vendor requests the modification to read as follows, "MMD and the WSCA Directors acknowledge that individual units and configurations may stop being produced during the life of the resulting contracts. Substitution of different units and configurations is permitted without additional approval, as long as the added products fall within the awarded product Bands AND meet the minimum required specifications. Addition of new, emerging Configurations may be permitted, with the prior approval of the WSCA/NASPO Contract Administrator and the WSCA Directors. The addition of new, emerging units and configurations is at the sole discretion of the WSCA/NASPO Contract Administrator, subject only to review and approval of the WSCA Directors."

Answer No. 141
Minnesota will not negotiate terms and conditions during the RFP process. Negotiations will be held at the time of the award of the MPA.

Question No. 142
RFP Appendix A. Para. 15B. Addition of units/configurations:
Vendor requests the modification to read as follows, " MMD and the WSCA Directors acknowledge that with the evolution of technology, new, emerging units and configurations will develop. Addition of new, emerging units is permitted without additional approval, as long as the added products fall within the awarded product Bands AND meet the minimum required specifications. Addition of new, emerging Configurations may be permitted, with the prior approval of the WSCA/NASPO Contract Administrator and the WSCA Directors. The addition of new,

emerging units and configurations is at the sole discretion of the WSCA/NASPO Contract Administrator, subject only to review and approval of the WSCA Directors."

Answer No. 142
Minnesota will not negotiate terms and conditions during the RFP process. Negotiations will be held at the time of the award of the MPA.

Question No. 143
RFP Appendix A. Para. 23. Payments to Subcontractors:
Vendor requests the modification to the first sentence to read as follows, "In the event the Contractor hires subcontractors to perform all or some of the duties of this Contract, the Contractor understands that in accordance with Minn. Stat. § 16A.1245, unless otherwise agreed to in writing between the Contractor and Subcontractor, the Contract shall within ten (10) days of the Contractor's receipt of payment from the State, pay all subcontractors and suppliers having an interest in the Contract their share of the payment for undisputed services provided by the subcontractors or suppliers."

Answer No. 143
Minnesota will not negotiate terms and conditions during the RFP process. Keep in mind that language based on Minnesota Statute will not be negotiable in the MPA.

Question No. 144
RFP Appendix A. Para. 24. Indemnification, Hold Harmless and Limitation of liability:
Vendor requests to modify indemnification provisions that allow vendors to limit liability only to such claims that are a direct result of and to the extent caused by contractor's negligent act or omission/ up to the value of the purchase order amount.

Answer No. 144
Minnesota will not negotiate terms and conditions during the RFP process. Negotiations will be held at the time of the award of the MPA.

Question No. 145
RFP Appendix A. Para. 33. Release:
Vendor requests that this paragraph exclude any contractual liabilities, claims and obligations whatsoever arising from or under any Warranty Service Agreements.

Answer No. 145
Minnesota will not negotiate terms and conditions during the RFP process. Negotiations will be held at the time of the award of the MPA.

Question No. 146
RFP Appendix A. Para. 49. Ownership:
Vendor offers the following in lieu of Section 50 "Ownership"
A. Subject to B below, all right, title and interest in and to any programs, systems, data or materials created or prepared by Contractor under this Agreement, including, without limitation, any copyrights, patents, trade secret, and other intellectual or industrial property rights therein, are and shall be held by State, and shall be considered "works made for hire", as that term is defined in The Copyright Act of 1976, as amended.
B. State acknowledges that from time-to-time Contractor develops certain reusable computer software, techniques, information, training material and documentation ("Utilities"). Although some of the Utilities may be incorporated into the work done for State by Contractor, Utilities are and shall remain Contractor's proprietary information and intellectual property. Contractor grants State a non-exclusive, perpetual, irrevocable right and license to use those Utilities incorporated into the products developed for State, and State may include the Utilities as part of any integrated product that Contractor develops for State's internal use. Subject to the foregoing license, Contractor retains all rights to the Utilities for any future use. State shall protect the Utilities according to the policies and procedures State uses for State's own similar proprietary information and intellectual property.

If above paragraph is not acceptable, will the State allow the Contractor to negotiate in good faith alternative language with the state?

Answer No. 146
Minnesota will not negotiate terms and conditions during the RFP process. Negotiations will be held at the time of the award of the MPA.

Question No. 147
RFP Appendix A. Para. 51. Antitrust:
Vendor offers the following in lieu of Section 51. "Antitrust"
"In the event that Contractor initiates litigation for a purported antitrust violation for alleged overcharges and as a result of such litigation, whether by final judgment or settlement of its claims, Contractor receives monetary compensation, Contractor hereby agrees to pass on to [Company Name] a portion of such compensation if, and only if, the following conditions occur:
(a) The compensation received by Contractor in settlement or judgment is directly attributable to software, hardware, goods and/or services included within the computer products or other goods and/or services sold by Contractor to [Company Name] under this Agreement/ (b) It is/was determined in the antitrust litigation (whether by judicial finding or stipulation) that the overcharge in software, hardware, goods and/or services suffered by Contractor was, in fact, passed on to [Company] in the computer products or other goods and/or services purchased by [Company Name] under this agreement during the time period referenced in the litigation/ and
(c) In calculating the amount of compensation which Contractor agrees to pass on to [Company Name], Contractor may deduct its actual costs of suit, including attorney's fees, incurred in achieving the settlement or judgment.
Contractor has the sole discretion to decide whether or not to pursue any antitrust claim and whether to settle any such claim. Contractor shall have no obligation whatsoever to pursue a purported antitrust violation, notwithstanding any request by [Company Name] to do so."
If above paragraph is not acceptable, will the State allow the Contractor to negotiate in good faith alternative language with the state?

Answer No. 147
Minnesota will not negotiate terms and conditions during the RFP process. Negotiations will be held at the time of the award of the MPA.

Question No. 148
RFP Appendix A. Para. 20. Records and Audit:
requires that the books, records, documents, and accounting procedures and practices of the Contractor and its subcontracts be made available for audit by the State, its agents, the legislature, and the state auditor for a minimum of 6 years after the end of the contract.

The offeror believes this is not specific to this particular contract and requests that the following language be substituted:

"The State agrees that pursuant to clause 20 it will limit its audit of commercial hardware, software, and services to the actual financial details of the specific contract and its performance to determine that the state is receiving the value that it has bargained for.

Answer No. 148
Minnesota will not negotiate terms and conditions during the RFP process. Negotiations will be held at the time of the award of the MPA, or the award of an individual PA. Keep in mind that language based on Minnesota Statute will not be negotiable in the MPA.

Question No. 149
RFP Appendix A. Para. 24. Indemnification, Hold Harmless and Limitation of Liability:
The limitation of liability asked for by the state seems excessive. In addition the language of this clause exposes the contractor to third party unquantifiable liability and consequential damages when only commercial off the shelf products are being sold. The Offeror agrees that it shall defend the customer against claims of Copyright or

Patent Infringement without a limitation, but other damages are limited to one million dollars ($1 million) and indirect damages are excluded. We request the clause be modified to the following:

A. Offeror shall indemnify, protect, save, and hold harmless the Lead State, Participating Entities, and its representatives, and
Except with respect to claims arising under clause 12 above the Offeror and its agents and subcontractors total liability and the customer's sole and exclusive remedy for any claim of any type whatsoever, arising out of product or service provided hereunder, shall be limited to proven direct damages caused by the Offeror's sole negligence in an amount not to exceed US$1 million, for damage to real or tangible personal property; and the price paid by customer to the Offeror for the specific service or product from which claim arises for damage of any type not identified above or otherwise excluded hereunder.
B. No Indirect Damages. Except with respect to claims regarding violation of the Offeror's intellectual property rights or claims arising under clause 12 above, neither customer nor the Offeror (including the Offeror's agents and subcontractors) shall have liability to the other for any special, consequential, exemplary, incidental or indirect damages even if advised of the possibility thereof.

Answer No. 149
Minnesota will not negotiate terms and conditions during the RFP process. Negotiations will be held at the time of the award of the MPA.

Question No. 150
RFP Appendix A. Para. 49. Ownership:
The instant contract contemplates a commercial off the shelf provision of Hardware and Software with supporting services. No consulting work is contemplated, thus the State would not contemplate ownership of existing, Software, or Service intellectual Property rights. There will be no "work for hire" under the present specifications and if such consulting work arises, companies will have an opportunity to opt out. The licenses and copyrights granted to the States will meet their needs as well as ownership of the intellectual property. The Offeror requests that the following changes be made to the clause:

A. Ownership of Documents/Copyright. Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms remain the sole and exclusive property of the contractor. All software provided under this agreement is licensed software. No transfer of title or ownership of Software is transferred to the Customer. The Offeror does grant to the State a non-exclusive, perpetual, non-transferable license (without right to sublicense), to use, for internal business purposes only.
Customer shall reproduce and include copyright and other proprietary notices on and in any copies, of the Software. Neither Customer or its users shall modify, enhance, supplement, create derivative works from, reverse assemble , reverse engineer, reverse compile or otherwise reduce to human readable form the Software without the Offeror's prior written consent, nor shall the Customer permit any third party to do the same. Core Software shall be used solely on or in connection with the Equipment devices, network or CPU for which it was licensed.

B. Customer shall own all copyrights in written reports, analyses and other working papers delivered by the Offeror to Customer in the course of performing Services, as well as Customer's derivative works thereof, subject to the Offeror's rights in the underlying intellectual property embodied therein or used by the Offeror to perform the Services. There are no "works for hire" under this agreement.

Answer No. 150
Minnesota will not negotiate terms and conditions during the RFP process. Negotiations will be held at the time of the award of the MPA.

Question No. 151
RFP Appendix A. Para. 23. Payments to Subcontractors:
If the contractor uses the products or services of a subcontractor in the performance of the agreement only commercially available products and supporting services shall be used. Therefore the State's property rights in the subcontractor's intellectual property will be the same as those granted by the Offeror unless agreed otherwise at Task Order award.

The Offeror requests that the following language replace the existing language for the second paragraph of Clause 23: The Contractor shall ensure that the subcontractor transfers all intellectual or industrial property rights, including but not limited to any copyright it may have in the work performed under this contract, consistent with and exactly the same as the intellectual property rights granted to the State by Offeror.

Answer No. 151
Minnesota will not negotiate terms and conditions during the RFP process. Negotiations will be held at the time of the award of the MPA.

Question No. 152
RFP Appendix A. Para. 15. Product Substitutions:
Can you describe the process and give an approximate timeline for contractor notification, review and approval of a temporary substitution, a permanent substitution (replacement) and the addition of a new unit or configuration?

Answer No. 152
Under normal circumstances, approvals have been able to be given within seven (7) calendar days.

Question No. 153
RFP Appendix A. Para. 17. FCC Certification:
Can you list the FCC Certification that is required for each product band? (FCC Class A, FCC Class B or FCC Declaration of Conformity (DOC)

Answer No. 153
It is the responder's responsibility to know what FCC requirements apply to the products that offer to sell in the United States.

Question No. 154
RFP Appendix A. Para. 44A. Administration Reporting and Fees, Items 1 and 2:
Contractors that hold an existing contract are provided 30 days to submit reports and administrative fees on a quarterly basis. In clause (1) of this Section, it indicates reports are due monthly, yet in clause (2) administrative fees are requested quarterly. Can a respondent provide reporting at the same timeframe (quarterly) as the administrative fee (providing 30 days for submission), since the administrative fee is calculated from quarterly reports? This would provide Respondents with the ability to meet the reporting timeline requested if that Contractor has large volume reports

Answer No. 154
The WSCA Directors have changed the reporting requirements from what is currently required as stated in the RFP. Fees only need to be paid quarterly. Reports are due monthly. Contractors will have to keep track of the monthly amount and roll it in to the quarterly fee.

Question No. 155
RFP Appendix A. Para. 44A. Administration Reporting and Fees, Item 2:
In this section it states, "The form to be submitted with the check, as well as the mailing address, will be supplied to the Contractor after the execution of the Contract." Respondent would respectfully request the option for a Vendor to provide checks directly to WSCA/NASPO without completing a required form since that may delay the receipt of the check submissions. Is this possible? This request is based on the fact that many Vendors may have their A/P department in a different location and that Vendors A/P would not allow for a special customized process.

Answer No. 155
The process outlined in this Section has been developed by the WSCA Directors for all WSCA contracts, not just these Contracts so that there is an accurate accounting of all checks received.

Question No. 156
RFP Appendix A. Para. 1. Definitions, "Servicing Subcontractor/Subcontractor/Reseller Agent:
Respondent would like to clarify that a subcontractor can accept purchase orders and payments if approved by the Participating State and noted in the Participating Addendum and if Respondent provides a form of reporting the sales under the contract. Is this correct?

Answer No. 156
Yes, if agreed to in the Participating Addendum negotiated with the Participating Entity.

Question No. 157
RFP Appendix A. Para. 44A. Administration Reporting and Fees, Item 4:
This section indicates, "The Contractor agrees to provide with the utilization report a supplemental report of the number and type of units taken back in a format to be mutually agreed to." If a contractor does not have this type of supplemental report for a grouping of agencies, but can provide detail to a specific individual agency upon request, can that be noted to fulfill this requirement until such time that the Respondent has supplemental reporting available?

Answer No. 157
Minnesota will not negotiate terms and conditions during the RFP process. Negotiations will be held at the time of the award of the MPA, or the award of an individual PA.

Question No. 158
RFP Appendix A. Para. 44A. Administration Reporting and Fees, Items 1 and 2:
If a Respondent is utilizing subcontractors to take orders and payments, can the Respondent have the subcontractor supply reports and pay the administrative fee directly to WSCA and the Participating State if the Participating State allows for this type of subcontractor usage?

Answer No. 158
See Page 1 of this Addendum adding language to Appendix A. Para 44A.

Question No. 159
RFP Appendix A. Intent and Purpose:
Please clarify, "It is expressed intent of some of the participating States to set this level at not to exceed $25 or $50k." What does each refer to? Printers? Could sentence read, "It is the express intent of some of the Participating States to set levels below those stated in this paragraph"?

Answer No. 159
'Each" refers to the unit/configuration cost, not to any specific product category.

Question No. 160
RFP Appendix A. Para. 5.F. Order of Precedence:
Does BAFO include written clarifications?

Answer No. 160
Yes.

Question No. 161
RFP Appendix A. Para. 6B. Payment of Invoice:
Should Minnesota Statute be merely listed in its citation in order to ensure entire provision or do you only intend for sections of this stat. to apply? For example: the proposed language includes no mention of the 1.5% late payment interest rate, although the statute clearly provides such.

Answer No. 161
When a Minnesota Statute is referenced in a paragraph, all of the language in the statute applies, whether or not it is specifically repeated in the RFP or not.

Question No. 162
RFP Appendix A. Para. 6B. Payment of Invoice:
By Purchasing Card, do you mean a Corporate Visa or similar?

Answer No. 162
Yes.

Question No. 163
RFP Appendix A. Para. 11.Warranties:
Why is this proposed language starkly different from the existing language? What concerns is the State attempting to address?

Answer No. 163
Minnesota chooses not to respond. Negotiations will be held at the time of the award of the MPA.

Question No. 164
RFP Appendix A. Para. 12. Patent, Copyright, Trademark… :
Why is this proposed language starkly different from the existing language? What concerns is the State attempting to address?

Answer No. 164
The State chooses not to respond. Negotiations will be held at the time of the award of the MPA.

Question No. 165
RFP Appendix A. Para. 13. Price Guarantees:
What is a "base-line" Discount? Please include its definition in Appendix A Master Price Agreement for Computer Equipment, Peripherals, and Related Services, Definitions and in section I Introduction, item F Definition of Terminology.

Answer No. 165
The 'base-line' discount is the discount offered in response to Section IV.9. Pricing Level and Volume Discount Guarantees in the RFP.

Question No. 166
RFP Appendix A. Para. 15. Product Substitutions:
Should the last sentence in this provision read: "This substitution is at the sole discretion of the WSCA/NASPO Contract Administrator, subject only to review and approval of the WSCA Directors." rather than "This substitution is at the sole discretion of the WSCA/NASPO Contract Administrator, subject only to review and approval of the WSCA/NASPO Contract Administrator."?.

Answer No. 166
No. The language is correct as stated. No other approval is necessary for substitution of units/configurations.

Question No. 167
RFP Appendix A. Para. 17, Takeback and Other Environmental Programs, Items B and C:
Should this language be amended to mirror the existing WSCA?
For example, item C incorrectly refers to item B and item C itself.

Answer No. 167
Item C is changed to read: "Product labeling of compliance with Item B above, as well as the identification of such information on the web site.

Question No. 168
RFP Appendix A. Para. 19. Force Majeure:
Do strikes or industry-wide constraints constitute "other catastrophes"? (see existing WSCA).

Answer No. 168
Strikes do not constitute 'other catastrophes'. Industry-wide constraints may.

Question No. 169
RFP Appendix A. Para. 24. Indemnification, Hold Harmless and Limitation of Liability:
What concerns is the State attempting to address? (see existing WSCA at sections 24 and 31).

Answer No. 169
Minnesota will not negotiate terms and conditions during the RFP process. Negotiations will be held at the time of the award of the MPA. Responders are cautioned to read the requirements, etc. in this RFP and respond accordingly. Responses will be evaluated based on the criteria/requirements in this RFP, not on what may or may not be required in the current contracts.

Question No. 170
RFP Appendix A. Para. 29. Web Site Maintenance, Item B:
Are all references in this Appendix and RFP to "days" to be interpreted as references to business days or calendar days?

Answer No. 170
Most references would be to calendar days, unless otherwise specifically stated.

Question No. 171
RFP Appendix A. Para. 33. Release:
Why is proposed language different from current agreement ("Reference to Survival paragraph")?

Answer No. 171
This is a new RFP based on Minnesota's current contract language. Negotiations will be held at the time of the award of the MPA.

Question No. 172
RFP Appendix A. Para. 41. Survival:
Why is proposed language different from current agreement ("include software licenses, warranties and service agreements")?

Answer No. 172
This is a new RFP based on Minnesota's current contract language. Negotiations will be held at the time of the award of the MPA.

Question No. 173
RFP Appendix A. Para. 44A. Administration Reporting and Fees, Item 1:
Question: Will WSCA/NASPO use the same report fields & format as are used today?

Answer No. 173
Other than the additional reporting requirements listed in the RFP, that is the current plan.

Question No. 174
RFP Appendix A. Para. 44A. Administration Reporting and Fees, Item 3:
Does WSCA/NASPO have the report fields and format to be used for this supplemental report? (e.g., the standard report with Reseller Agent Name added and then subtotaled as specified.)

Answer No. 174
Not at this time.

Question No. 175
RFP Appendix A. Para. 44A. Administration Reporting and Fees, Item 3:
Should the dollar value of the WSCA/NASPO contract be included as a total (all OEMs) or just the individual OEM's portion?
Answer No. 175
The reports are to include all sales against the Master Price Agreement.

Question No. 176
RFP Appendix A. Para. 10. Shipment and Risk of Loss, Item A:
The statement states that Contractor shall bear all shipping costs. If the customer requests expedited shipping is the Contractor expected to incur these extra costs beyond "ground" shipping or may Contractor charge the customer extra shipping fees for these types of requests?

Answer No. 176
The statement is relative to normal shipments to the 50 States and the District of Columbia. The Contractor, upon notification to and agreement by the Purchasing Entity, could charge an extra fee for expedited shipments, if the expedited shipment has been requested by the Purchasing Entity and is not cause by the Contractor's failure to deliver in the allotted time.

Question No. 177
RFP Appendix A. Para. 10. Shipment and Risk of Loss, Item A:
May Contractor charge extra for heavy weighted items?

Answer No. 177
The statement is relative to normal shipments to the 50 States and the District of Columbia. The Contractor, upon defining what the term 'heavy weighted items' means and agreement by the Purchasing Entity, could charge an extra fee for those shipments.

Question No. 178
RFP Appendix A. Para. 6. Payment Provisions, Item A:
The acceptance period is open ended. This creates a billing, payment and revenue recognition problem for all Contractors. Per Generally Accepted Accounting Principles (GAAP) Contractors cannot recognize revenue unless there is a definitive point when acceptance occurs. Accordingly, it is requested that this provision be changed to read that acceptance will occur within five (5) days following delivery. In addition, it is requested that language be added to state that the Purchasing Entity will make every effort to notify the Contractor within five (5) working days following delivery of non-acceptance of a product or service. In the event the Contractor has not been notified within five (5) working days form delivery of the product or completion of the service, the product and/or service will be deemed accepted on the sixth (6th) day of delivery of the product or completion of the service.

Answer No. 178
Minnesota will not negotiate terms and conditions during the RFP process. Negotiations will be held at the time of the award of the MPA, or the award of an individual PA.

Question No. 179
RFP Appendix A. Para.10. Shipment and Rise of Loss, Item C:
At the moment the shipment period is undefined. This Contractor recommends a period of fifteen (15) to thirty (30) days as being reasonable.

Answer No. 179
Minnesota will not negotiate terms and conditions during the RFP process. Negotiations will be held at the time of the award of the MPA, or the award of an individual PA.

Question No. 180
RFP Appendix A. Para.11. Warranties, Item A:
This Contractor understands this provision to mean that warranty shall be per the Contractor's standard warranty provisions. For clarity, therefore, it is requested that the "in accordance with the Contractor's standard warranties" be added to the end of the first sentence in this paragraph.

Answer No. 180
As stated in Section IV.B.9. the baseline pricing is to include the warranties as stated for each Band listed in Appendix B. Pricing Configuration Forms. Basically that means that Contractors are required to provide a three-year warranty as part of their product offerings. Contractors will be allowed to offer other warranty options for longer or shorter time frames that would then be included in Exhibit A of the MPA, as stated in Appendix A. Paragraph 11.A.

Question No. 181
RFP Appendix A. Para. 24.Indemnification, Hold Harmless and Limitation of Liability:
This Contractor cannot comply with this provision as currently written. Previously, the limitation of liability was confined to the purchase price paid to the Contractor for the products and services that were subject of the Purchasing Entity's claim. Moreover, each Participating Entity has typically included its own Indemnification and Limitation of Liability provision in its Participating Addendum which are in addition or contrary to the Master Price Agreement (MPA). Accordingly, the aggregate amount of $10,000,000 is considered excessive. Accordingly, and since the Participating Entity's terms and conditions take precedence over the terms and conditions of the MPA where those terms and conditions are in conflict, it is recommended that (1) the provision from the current MPA be reinstated, or (2) this provision be rewritten to indicate that Limitation of Liability will be in accordance with the applicable provision of the Participating Entity, or (4) the provision be rewritten to state that liability will be limited to 2x the value of the purchase price or $2,000,000 whichever is greater, or (4) that the aggregate amount be reduced to a more reasonable amount such as $5,000,000. Moreover, incidental and consequential damages are to be excluded.

Answer No. 181
Minnesota will not negotiate terms and conditions during the RFP process. Negotiations will be held at the time of the award of the MPA, or the award of an individual PA.

Question No. 182
RFP Appendix A. Para. 44. Reporting and Fees:
This new bid requires a monthly utilization report, whereas the current contract calls for quarterly utilization reports. This puts a heavy burden on vendors such as our company that use resellers as much as we do. It generally takes our resellers at least a couple weeks or more to assemble the data we require at the end of each quarter. Requiring this on a monthly basis by the 15th of the following month will be difficult to comply with.

Can the quarterly reporting requirement from the current contract be continued with this new contract?

Answer No. 182
The WSCA Directors have changed the reporting requirements from what is currently required to what is stated in the RFP. Reports are due monthly.

Question No. 183
RFP Appendix A. Para. 1. Definitions, "Consumables::
Are we required to include supplies during the warranty period?

Answer No. 183
The purpose of the definition is to state what is allowed under the MPA, not what is required during the warranty period.

Question No. 184
RFP Appendix A. Para. 8A. Termination for Convenience:
Can Individual leases be terminated for convenience as well?

Answer No. 184
As stated in Intent and Purpose of the RFP and Appendix A, leasing is allowed under the MPA if the Responder complied with the requirements in the RFP, but the terms and conditions (including termination clauses) of the leases are negotiated between the Contractor and the Participating Entity.

Question No. 185
RFP Appendix A. Para. 17. Takeback and Other Environmental Programs:
Do all products have to meet all standards?

Answer No. 185
As state in Section IV.B.13.b., EPEAT compliance is required. See Section V. Evaluation for the point structure that will be used for evaluating the response for the other certifications and self-registrations.

Question No. 186
RFP Appendix A. Para. 18. Product Delivery:
What if we cannot meet an "unreasonable" delivery schedule listed on the P.O.? Do we reserve the right to not accept (decline) the order?

Answer No. 186
If the Purchasing Entity requires a delivery in a timeframe other than what is stated in the MPA, then the delivery schedule would be negotiated between the Contractor and the Participating Entity.

Question No. 187
RFP Appendix A. Para. 29. Web Site Maintenance, Item B:
We request that this requirement be eliminated.

Answer No. 187
Minnesota will not negotiate terms and conditions during the RFP process. Negotiations will be held at the time of the award of the MPA, or the award of an individual PA.
The required capabilities of the website are dealt with in Section IV.4. Website in the RFP and will be evaluated based on the response to that portion of the RFP and the actual website demonstration.

Question No. 188
RFP Appendix A. Para. 45. Default and Remedies, Item C.5:
We seek to have Appendix A, Item 45.C.5 eliminated.

Answer No. 188
Minnesota will not negotiate terms and conditions during the RFP process. Negotiations will be held at the time of the award of the MPA. See Section II.D.15. which deals with taking exception to the Agreement Terms and Conditions.

Question No. 189
RFP Appendix A. Para. 29. Web Site Maintenance, Item B:
"The website shall have the ability to hold quotes for 45 days, as well as the ability to change the quote."
Could the state please elaborate with regard to what is expected to be required to access to these quotes?

Answer No. 189
Minnesota will not negotiate terms and conditions during the RFP process. Negotiations will be held at the time of the award of the MPA, or the award of an individual PA.
The Responders should submit a URL that best demonstrates the website capabilities in relation to those requested in the RFP.
The required capabilities of the website are dealt with in Section IV.4. Website in the RFP and will be evaluated based on the response to that portion of the RFP and the actual website demonstration.

Question No. 190
RFP Appendix A. Para. 47. Extensions:
Does the state of Minnesota allow a Contractor to offer Products and services to non-profit organizations, private schools, Native American governmental entities, government employees and students?

Answer No. 190
Please refer to the state of Minnesota, Materials Management Division, Cooperative Purchasing Venture program at http://www.mmd.admin.state.mn.us/cpv2.htm to identify the types of organizations that are allowed to participate in under Minnesota law.

Question No. 191
RFP Appendix A:
Are vendors expected to complete and return Appendix A with blanks items within Appendix A like name, shipping days, warranties filled in or is this only to be done when if the actual contract is executed?

Answer No. 191
Responders do not need to complete Appendix A. This will be done when the actual MPA is negotiated.

Question No. 192
RFP Appendix A. Para. 29. Web Site Maintenance, Item D:
Do the website changes include the entire site or just the portion pertaining to the portal or section of the website pertaining to this contract?

Answer No. 192
This refers to the approved WSCA website including all products, services, etc. covered by the MPA.

Question No. 193
RFP Appendix A. Para. 11. Warranties, Item A:
Section 11A states "The Contractor agrees to take legal responsibility for the warranty and <u>maintenance</u> of all products furnished under this Agreement."

a. What is meant by the underlined term? Is WSCA referring to break/fix activities?
b. Does WSCA/NASPO intend for Responders to maintain ALL products furnished under this agreement, or only those products which Responder provides?
c. Is there a requirement for a "dedicated" WSCA warranty service 800# or can we internally assign WSCA specific processes with our current warranty system.

Answer No. 193
The Contractor's responsibility for warranty and maintenance of all products proposed is explained in Section I.B., paragraph 1, as well as in other places in the RFP. Minnesota will not negotiate the specifics on this requirement during the RFP process. Negotiations are held after the RFP is awarded.

Question No. 194
RFP Appendix A. Para. 5. Order of Precedence:
Are 5A and 5B switched? Typically we have found amendments to the agreement take precedence over the agreement itself.

Answer No. 194
Change the order of Precedence to read:
A. Executed Participating Addendum(s) as they apply to actions/requirements within that Participating Entity;
B. Terms and conditions of this Agreement, including Amendments;
C. Exhibits to this Agreement;
D. The list of products and services contained in the purchase order;
E. The Request for Proposal document 11741; and
F. Contractor's proposal including best and final offer.

Question No. 195
RFP Appendix A. Para. 10. Shipment and Risk of Loss:
What are the "final inspection and acceptance" criteria or is that to be agreed upon by Contractor and Purchasing Entity?

Answer No. 195
That is to be agreed upon during negotiations of the Participating Addendum.

Question No. 196
RFP Appendix A. Para. 44A. Administration Reporting and Fees, Item 2:
May contractors provide an EFT (electronic funds transfer) payment to WSCA/NASPO in lieu of a hardcopy check payment on a quarterly basis?

Answer No. 196
The WSCA and NASPO fiscal agent is not prepared to handle EFT payments.

Question No. 197
RFP Appendix A. Para. 44A. Administration Reporting and Fees, Item 3:
How are 'Reseller Agent" sales defined in this paragraph, are they sales that a contracted business partner would have sold directly to an end user themselves on behalf of the Contractor?

Answer No. 197
Yes.

Question No. 198
RFP Appendix A. Para. 56. Value-added Services:
May additional value-add service offerings be provided to individual states and/or Entities that are not listed on the original PSS with WSCA/NASPO? i.e. can individual states have different prices for value-add services – the assumption being that some of their requirements may differ from the original PSS schedule of offerings.

Answer No. 198
The value-added services are simply listed in an Exhibit to the MPA. Participating Entities are free to choose any of these offerings and negotiate their own terms, conditions, and pricing, based on their needs.

QUESTIONS RELATIVE TO RFP APPENDICES B & C
PRICING CONFIGURATION FORMS

Question No. 199
RFP Appendix B. Band 2 and RFP Section IV. Specifications, 2.b. Computing Equipment – Primary Categories:
Can a responder offer only one product within a band (i.e. a laptop for Band 2) but not the other products listed for that band (i.e. desktop and tablet PC)?

Answer No. 199
Yes

Question No. 200
RFP Appendix B. Band 2 – Workstations, Laptop:
Can a responder offer configurations for the laptop other than specified?

Answer No. 200
Please refer to Section IV. Specifications, 14. Cost (Page 53): "If you are unable to match the specifications exactly, please provide your closest equivalent".

Question No. 201
RFP Appendix B. Band 6 - Instructional Packages (Bundles):
Can a responder provide instructional packages (bundles) other than specified equipment, such as mobile laptop storage and recharging carts and extended life battery packages that can support Tier 1 laptop manufacturers?

Answer No. 201
Responders can propose other instructional packages (bundles) that will be reviewed and approved by the Evaluation Team during the evaluation process. Products (packages/bundles) are not pre-qualified during the RFP process.

Question No. 202
RFP Appendix B. Band 6 – Instructional Packages (Bundles):
Can a responder offer stand alone products only (i.e. extended length external laptop batteries) that enhance the instructional packages (bundles) awarded in Band 6 without responding to any other Band in the RFP?

Answer No. 202
Please refer to Section I. Introduction, A. Intent and Purpose of this Request for Proposal, paragraph 3: "Responders may respond to any or all bands. Also, please refer to Section I Introduction, F. Definition of Terminology, "Consumables" (page 9). Products offered are not pre-qualified during the RFP process.

Question No. 203
RFP Appendix B. & C.:
Is WSCA looking for fixed price throughout the term of the contract?

Answer No. 203
The prices submitted do not need to remain firm for the contract period. However, the discount structures do need to remain firm, or increase during the contract period, including extensions.

Question No. 204
RFP Appendix B. & C.:
Has WSCA determined quantities for the 7 bands?

Answer No. 204
The contracts that result from this RFP are not fixed-quantity contracts; they are permissive contracts that allow Purchasing Entities to orders products appropriate to their needs. The volumes purchased to date are shown in Appendix E.

Question No. 205
RFP Appendix B. & C.:
Is WSCA asking for lease pricing or outright purchase?

Answer No. 205
Please see Section I, Introduction, D. Scope of Procurement, last paragraph, page 8: "Individual Participating States and Participating Entities may enter in to lease agreements for the products covered in the contracts resulting from the RFP, if they have the legal authority to enter into these types of agreements without going through a competitive process. Responders who wish to participate in lease agreements with these individual states/entities must submit copies of all of their lease agreements with their response to this RFP. The lease agreements will not be reviewed or evaluated as part of the RFP evaluation process defined later in this RFP. The agreements will simply be made available to any state or entity who wishes to negotiate a lease agreement with a Contractor."

Question No. 206
RFP Appendix B. & C. Price Configuration - Performance Desktop PC Specifications, Line 21:
Is an "open" PCI Express X-16 video slot absolutely necessary? Please consider removing the word "open."

Answer No. 206
We agree to remove the word 'open' from the referenced specification.

Question No. 207
RFP Appendix B. & C. Price Configuration - Standard Desktop PC Specifications, Line 18:
Please change to "small form factor or small desktop", as there is no standard nomenclature for size. One manufacturer's small desktop is comparable in size to another's small form factor. The terms are used interchangeably, and only one supplier has a chassis called a SFF with this many slots

Answer No. 207
These are minimum requirements. If the terms are used interchangeably in the industry then there is no need to change the term in the specification as all responders should know what it means.

Question No. 208
RFP Appendix B. & C. Price Configuration - Standard Desktop PC Specifications, Line 20:
Which slots are most important to you? Most cards in the market (aside from graphics cards which are mostly X16) are PCI vs. PCI-X. Based on currently available systems and info about next gen desktops, having a X1 slot would mean that you would have to sacrifice the more popular PCI slot in a Small Desktop or Small Form Factor chassis. The vendor requests that the State remove the requirement for an X1 slot.

Answer No. 208
The requirement for the PCI-X1 slot is deleted from the minimum specifications for the Standard Desktop PC pricing configurations in Appendix B & C.

Question No. 209
RFP Appendix B. & C. Price Configuration - Tablet Specifications, Line 11:
Are you planning to use Vista or its follow-on at any point during the lifecycle of these tablets? Would the State change to "Intel or ATI/AMD Low Volt or Ultra Low Volt" so that you can purchase offerings that give you the option of using better tablet OS's in the future? There are several features in Vista that make for a more productive, less frustrating tablet user experience that are not present in XP Tablet PC edition. ATI/AMD offers a chipset with better graphics for use with Vista.

Answer No. 209
The specifications in Appendix B & C are for pricing purposes to evaluate the responses received. Responders should offer all products available in the bands listed in the RFP. As products change during the life of the MPA, they will be added as per the process in the RFP. What a particular entity may wish to purchase during the life of the MPA is up to that entity.

Question No. 210
RFP Appendix B. & C. Price Configuration - Tablet Specifications, Line 18:
Would the State change to "One Type II PC or Express Card slot" so that you can choose to buy a system with a card slot that will be supported longer. Most cards are being designed for use in Express Cards slot, a smaller one that is replacing PCMCIA. Do you have a large stock of Type II PC Cards?

Answer No. 210
The specifications in Appendix B & C are for pricing purposes to evaluate the responses received. Responders should offer all products available in the bands listed in the RFP. As products change during the life of the MPA, they will be added as per the process in the RFP. What a particular entity may wish to purchase during the life of the MPA is up to that entity.

Question No. 211
RFP Appendix B. & C. Price Configuration - Tablet Specifications, Line 19:
Suggest changing to "Integrated Intel or ATI Graphics Media Accelerator 64 MB memory" to ensure a good user experience with XP and future operating systems.

Answer No. 211
The specifications in Appendix B & C are for pricing purposes to evaluate the responses received. Responders should offer all products available in the bands listed in the RFP. As products change during the life of the MPA, they will be added as per the process in the RFP. What a particular entity may wish to purchase during the life of the MPA is up to that entity.

Question No. 212
RFP Appendix B. & C. Price Configuration - Tablet Specifications, Line 22:
Would the State change to "Touch sensitive WXGA TFT active matrix with rotating hinge for tablet functionality" so that your users won't have problems using a pen for traditional mouse tasks and to protect them from not be able to use their tablet if they lose a stylus. Are your users only writing on tablets are do they need to navigate through web pages, text documents, applications, etc? While styluses are great for writing, touch screens have become critical for productivity. XGA or WSGA refer to resolutions other than 1280X800, which is what you spec'd on line 21. 1280X800 is the most common resolution for mainstream laptop displays.

Answer No. 212
The specifications in Appendix B & C are for pricing purposes to evaluate the responses received. Responders should offer all products available in the bands listed in the RFP. As products change during the life of the MPA, they will be added as per the process in the RFP. What a particular entity may wish to purchase during the life of the MPA is up to that entity.

Question No. 213
RFP Appendix B. & C. Price Configuration - Tablet Specifications, Line 24:
Would the State consider changing to "Keyboard with touchpad" so that user productivity and satisfaction don't go down when they are forced to use a trackstick-only system? Some tablet manufacturers that omitted touchpads in previous generations are adding it back. It is our experience that overwhelmingly more people use a touchpad.

Answer No. 213
The specifications in Appendix B & C are for pricing purposes to evaluate the responses received. Responders should offer all products available in the bands listed in the RFP. As products change during the life of the MPA,

they will be added as per the process in the RFP. What a particular entity may wish to purchase during the life of the MPA is up to that entity.

Question No. 214
RFP Appendix B. & C. Price Configuration - Tablet Specifications, Line 25:
Since standard dial up modem are being used less and less would the State consider changing to "Integrated or external V.92 56k modem". Some tablet manufacturers have made modems optional and external to reduce the size and cost of the system.

Answer No. 214
The specifications in Appendix B & C are for pricing purposes to evaluate the responses received. Responders should offer all products available in the bands listed in the RFP. As products change during the life of the MPA, they will be added as per the process in the RFP. What a particular entity may wish to purchase during the life of the MPA is up to that entity.

Question No. 215
RFP Appendix B. & C. Price Configuration - Tablet Specifications, Line 8:
Is size and weight important? Much of the industry is standardized on smaller, low power tablets so they can be used for long periods at a time without users getting tired from their weight. Please change to "Intel Low Volt or Ultra Low Volt" so that lightweight, portable systems with good battery life can be considered.

Answer No. 215
The specifications in Appendix B & C are for pricing purposes to evaluate the responses received. Responders should offer all products available in the bands listed in the RFP. As products change during the life of the MPA, they will be added as per the process in the RFP. What a particular entity may wish to purchase during the life of the MPA is up to that entity.

Question No. 216
RFP Appendix B. & C. Price Configuration - Tablet Specifications:
Will these tablets be connected to firewire drives or cameras? If so, please add a specification for firewire to allow this capability.

Answer No. 216
The specifications in Appendix B & C are for pricing purposes to evaluate the responses received. Responders should offer all products available in the bands listed in the RFP. As products change during the life of the MPA, they will be added as per the process in the RFP. What a particular entity may wish to purchase during the life of the MPA is up to that entity.

Question No. 217
RFP Appendix C:
Please outline the review process that is utilized by the Committee to develop the Premium Savings configurations specifications.

Answer No. 217
The process for developing the WSCA/NASPO Premium Savings Packages is the responsibility of a sub-Team from the WSCA IT Group. It is not the responsibility of the PC Evaluation Team. The process will be explained to the awarded Contractors. See additional information that was sent out in Addendum No. 1.

Question No. 218
RFP Appendix C:
Please outline the process that vendors should utilize to provide feedback and guidance to the Committee regarding the Premium Savings configurations (including but not limited to the specifications utilized).

Answer No. 218
The process for developing the WSCA/NASPO Premium Savings Packages is the responsibility of a sub-Team from the WSCA IT Group. It is not the responsibility of the PC Evaluation Team. The process will be explained to the awarded Contractors. See additional information that was sent out in Addendum No. 1.

Question No. 219
RFP Appendix B. Band 1 Servers, Rack Mount Server:
Are 6 x 3.5" form factor, Hot-swap, external dives, deemed as "exceeding" specification vs. 4 x Internal 2.5 + 2 x 3.5" Hard Disk drives?

Answer No. 219
Minnesota will not evaluate responses during the RFP process. Vendors are to submit responses that best meet or exceed the minimum requirements listed in the specifications.

Question No. 220
RFP Appendix B. Band 1 Servers, Tower Server
Are 6 x 3.5" + 4 x 3.5" = 10" form factor, Hot-swap, deemed as "exceeding" specification vs. 4 x Internal 2.5" + 2 x 2.5" Hard Disk drives?

Answer No. 220
Minnesota will not evaluate responses during the RFP process. Vendors are to submit responses that best meet or exceed the minimum requirements listed in the specifications. The spelling in Line 27 should be changed from "USE" to "USB".

Question No. 221
RFP Appendix B. Band 2 Workstations, Performance Desktop PC:
Are two slots being requested since discrete video and an open PCI Express x16 slot are called out?

Answer No. 221
We agree to remove the word 'open' from this specification.

Question No. 222
RFP Appendix B. Band 4 Storage Solutions, SAN:
Is RAID 3 an error or a requirement? It hasn't been used in years.

Answer No. 222
The RAID 3 requirement can be deleted. Responders should specify what RAID is available.

Question No. 223
RFP Appendix B. Band 4 Storage Solutions, SAN:
Is 4U Maximum height for each of the shelves?

Answer No. 223
4U is the minimum height for the shelf.

Question No. 224
RFP Appendix B. Band 4 Storage Solutions, NAS:
Is RAID 4 an error or a requirement? It hasn't been used in years.

Answer No. 224
The RAID 4 requirement can be deleted. Responders should specify what RAID is available.

Question No. 225
RFP Appendix B. Band 4 Storage Solutions, NAS:
Does RAID DP equal RAID 6?

Answer No. 225
Minnesota will not evaluate responses during the RFP process. Vendors are to submit responses that best meet or exceed the minimum requirements listed in the specifications.

Question No. 226
RFP Appendix B. Band 1 Servers:
Is EPEAT and Energy Star required on Band 1 Servers?

Answer No. 226
According to the EPEAT and Energy Star websites, there are no standards yet for servers.

Question No. 227
RFP Appendix B. Band 2 Workstations:
Can product be Energy Star Compliant in any Category under the Energy Star Specification?
(Power consumption at idle: Category A ≤50W, Category B ≤65W max and Category C ≤ 95W.)

Answer No. 227
Products, at minimum, must meet the Energy Star v4.0 Tier 1 standard, as stated in the RFP.

Question No. 228
RFP Appendix B. Band 4 Storage Solutions:
Is EPEAT and Energy Star required on Band 4 Storage Solutions?

Answer No. 228
Not at this time. However, as stated in the RFP, as additional standards/certifications are developed, Contracts will be required to meet those new standards/certifications.

Question No. 229
RFP Appendix B. Pricing Configuration Forms, Band 3:
We recognize the "print speed up to (x) ppm" is required. Can we provide a solution that exceeds the "Print Speed – up to (x) ppm"?

Answer No. 229
Yes, as stated, these are minimum specifications.

Question No. 230
RFP Appendix B. Pricing Configuration Forms, Band 3:
On the Appendix B, Pricing Configuration Forms, Band 3, will you be willing to change the Print Quality, Minimum Requirement to match the Copy Resolution Requirement?

Answer No. 230
These are minimum specifications. Responders can propose any product that meets or exceeds the specifications.

Question No. 231
RFP Appendix B. Pricing Configuration Forms, Band 3:
Three year next working day on site warranty, St. Paul, Minnesota
The stated requirement is 3 year, next working day, on-site warranty, St. Paul, Minnesota. Is this the only location for the on-site warranty? And, in lieu of the on-site warranty, is an exchange program acceptable?

Answer No. 231
No, this is not the only location for the on-site warranty. As stated in Section IV. 14. Cost, "For the purpose of preparing the proposal, Responder are to assume that proposed Equipment configurations are delivered to and services in St. Paul, Minnesota. Minnesota will not negotiate terms and conditions during the RFP process. Negotiations will be held at the time of the award of the MPA, or the award of an individual PA.

Question No. 232
RFP Appendix B. and C. Band 2 Workstations:
Is Bluetooth missing something after the "-"?

Answer No. 232
No.

Question No. 233
RFP Appendix B. Pricing Configurations Baseline:
Models Allowed- Are we able to propose multiple models per segment for band three (3)?

Answer No. 233
The configurations in Appendices B and C are for price evaluation purposes only. Only one model should be proposed for this part of the evaluation. Responders should propose all products available in each category in response to Section IV.B.2.a.

Question No. 234
RFP Appendix C. Pricing Configuration Forms Premium Savings:
Premium Savings- It appears premium savings configuration program only applies to the bands 2 and 7. Is this correct?
Answer No. 234
Yes, at this time.

MISCELLANEOUS QUESTIONS RELATIVE TO RFP

Question No. 235
RFP Appendix D. Section IV, Paragraph B:
Does WSCA require TAA compliance with any of the seven bands being procured?

Answer No. 235
No.

Question No. 236
RFP Appendix F:
Shall all RFP Question Forms submitted by Offeror (Appendix F) be submitted with the proposal, or only those that Minnesota has responded to?

Answer No. 236
ALL RFP Questions that were submitted by the deadline for questions have been answered in an Addendum to the RFP. There is no need to submit them again in the response to the RFP.

Question No. 237
RFP Appendix L. Immigration Status Certificate (E-Verify):
Is the E-Verify applicable only to Minnesota since many State either have not adopted a plan or have adopted a different plan covering E-Verify, therefore each State's Participating Addendum would cover a State's specific requirement?

Answer No. 237
The E-Verify plan is applicable to all states, unless they specifically have legislation or rule to the contrary. In those cases, the Participating Addendum will specify what the requirement is.

Question No. 238
RFP No Specific RFP Section
PRODUCT DISTRIBUTION- Can a manufacturer (that distributes various brands of products) submit one proposal listing all brands at the same price?

Answer No. 238
Please refer to the definition of a manufacturer. These are not reseller contracts, but direct-manufacturer contracts. If a company manufacturers more than one brand, they should clearly indicate that in their response, and clearly show the discount structure for each brand they manufacturer.

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REQUEST FOR PROPOSAL (RFP) ADDENDUM

Addendum No.:	1	Date of Addendum:	October 10, 2008
Due Date, Time:	January 23, 2009	Revised Date, Time:	No Change
Acquisition Mgmt. Spec.:	Bernadette Kopischke	Agency:	All State Agencies, CPV members, WSCA, and NASPO member States
Web Registration No.:	11741		
Title:	WSCA/NASPO 2009-2014 RFP for Equipment Manufacturers of PCs and Related Devices		

SCOPE OF ADDENDUM

Section I. A. The five indented paragraphs on page 5 and 6 of the RFP, immediately following the paragraph stating "Potential Responders should be aware of several limitations and boundaries intended by the WSCA Directors in supporting the issuing of this RFP", are hereby replaced with the following paragraphs:

- The resulting contracts are NOT for the offer and purchasing of major, large hardware or hardware and software offerings. In general, individual units/configurations for servers and storage (SANs, etc.) should not exceed $300,000 each. Desktop per unit/configuration costs should not exceed $100,000. Printers of all types and monitors per unit/configuration costs should not exceed $50,000 each. It is the express intent of some of the Participating States to set this level at not to exceed $25,000 each. This **IS NOT** a restriction on how many units/configurations can be purchased, but on the value of each individual unit/configuration. Individual Participating States and Participating Entities may set specific limits in a participating addendum above these limits, with the prior approval of the WSCA Directors; or may set specific limits in a participating addendum below these limits.

- Contract awardees should assume that the pricing accepted reflects individual or small quantity purchases taking into consideration the total value of this cooperative agreement. The purpose of such a cooperative agreement is that no one entity should be afforded better pricing because of its large volume of individual purchases over an entity with a smaller volume of individual purchases.

- Contract awardees should assume that Participating States and Participating Entities may choose to establish individual or shared "standards" for a specific purchase or may choose to create specific concentrations of units (see definitions - Per Transaction Multiple Unit Discount) for a specific purchase. The WSCA Directors encourage Participating States and Participating Entities to compete these "standards" or concentrations (strategic competitions) among all the appropriate WSCA/NASPO PC Contract Contractors. Responding to these "standard" or concentration opportunities, DOES NOT reset the WSCA/NASPO basic offered price. However, contract awardees should be aware that they may have to explain to other potential strategic competition users why "they got that price and we did not", for these strategic competitions. These strategic competitions that exceed $500,000 in total value must be reported to the WSCA/NASPO PC Contract Manager by each of the Contractors participating in the competition.

- In addition, the WSCA Directors created a Premium Savings Package program within this contract. The Premium Savings Package Team (representing Participating States and Participating Entities committed to using the Premium Savings Package program) develop a series of configurations in specific categories of units/components. These configurations will be competed among the Contractors. Any Participating State or Participating Entity, at any time, that commits to purchasing the Premium Savings Package configuration shall receive the same price from a Contractor who submitted a Premium Savings Package offer. The Premium Savings Package program DOES NOT reset the WSCA/NASPO basic offered price, except for the exact configurations defined and offered and for the period of that specific offer (as defined by the Premium Savings Package solicitation).

This addendum shall become part of the RFP and **MAY** be returned with the RFP.

COMPANY NAME: _____

SIGNATURE:_____

PRINTED NAME:_____

TITLE: _____

DATE: _____

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REQUEST FOR PROPOSAL (RFP) ADDENDUM

Addendum No.:	3	Date of Addendum:	December 30, 2008
Due Date, Time:	January 23, 2009	Revised Date, Time:	No Change
Acquisition Mgmt. Spec.:	Bernadette Kopischke	Agency:	All State Agencies, CPV members, WSCA, and NASPO member States
Web Registration No.:	11741		
Title:	WSCA/NASPO 2009-2014 RFP for Equipment Manufacturers of PCs and Related Devices		

SCOPE OF ADDENDUM

1. Section II.B. Submission of Proposals, page 21.
The requirement for 'an' electronic copy of the proposal to be submitted to MMD is hereby changed to 'three' electronic copies of the proposal and pricing information should be submitted to MMD.

2. Section II.B. Submission of Proposals, page 22.
Delete Ms. Ruth Gray, State of Nebraska from the list of individuals who are to receive copies of the response to the RFP. Responses are not to be sent to anyone in the State of Nebraska.

This addendum shall become part of the RFP and **MUST** be returned with the RFP.

COMPANY NAME: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____