

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701



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Governor

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State of Nevada
Purchasing Division
Request for Proposal: 3091
For
COPIERS, PRINTERS AND RELATED DEVICES

Release Date: June 10, 2014

Deadline for Submission and Opening Date and Time: **August 20, 2014 @ 2:00 PM PDT**

Refer to Section 8, RFP Timeline for the complete RFP schedule

For additional information, please contact:

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Refer to Section 9 for instructions on submitting proposals

VENDOR INFORMATION SHEET FOR RFP 3091

Vendor Must:

- A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 will be used for development of the contract;
- B) Type or print responses; and
- C) Include this Vendor Information Sheet in Tab III of the Technical Proposal.

V1	Company Name	
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V2	Street Address	
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V3	City, State, ZIP	
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V4	Telephone Number	
	Area Code:	Number:

V5	Facsimile Number	
	Area Code:	Number:

V6	Toll Free Number	
	Area Code:	Number:

V7	<i>Contact Person for Questions / Contract Negotiations, including address if different than above</i>	
	Name:	
	Title:	
	Address:	
	Email Address:	

V8	Telephone Number for Contact Person	
	Area Code:	Number:

V9	Facsimile Number for Contact Person	
	Area Code:	Number:

V10	<i>Name of Individual Authorized to Bind the Organization</i>	
	Name:	Title:

V11	<i>Signature (Individual must be legally authorized to bind the vendor per NRS 333.337)</i>	
	Signature:	Date:

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A Request for Proposal (RFP) process is different from an Invitation to Bid. The State expects vendors to propose creative, competitive solutions to the stated problem or need, as specified below. Vendors' technical exceptions and/or assumptions should be clearly stated in *Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP*. Vendors' cost exceptions and/or assumptions should be clearly stated in *Attachment J, Cost Proposal Certification of Compliance with Terms and Conditions of RFP*. Exceptions and/or assumptions will be considered during the evaluation process; however, vendors must be specific. Nonspecific exceptions or assumptions may not be considered. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State per NRS 333.350(1).

Prospective vendors are advised to review Nevada's ethical standards requirements, including but not limited to, NRS 281A and the Governor's Proclamation, which can be found on the Purchasing Division's website (<http://purchasing.state.nv.us>).

1. PROJECT OVERVIEW

1.1 PURPOSE

The State of Nevada, Purchasing Division (Lead State) is requesting proposals for Copiers, Printers and Related Devices in furtherance of the WSCA-NASPO Cooperative Purchasing Program (WSCA-NASPO). The purpose of this Request for Proposals is to establish Master Agreements with qualified manufacturers to provide copiers, printers and related devices as well as software bundles that enable and enhance the capabilities of devices. The objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing, than are obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The Master Agreements resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions.

This RFP is designed to provide interested Vendors with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Vendors are encouraged to expand upon the specifications to add service and value consistent with RFP requirements.

1.2 LEAD STATE SOLICITATION NUMBER AND CONTRACT ADMINISTRATOR

The State of Nevada, Purchasing Division is the Lead State and issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Solicitation/RFP #3091. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

The Lead State Contract Administrator identified on the first page of this RFP is the single point of contact during this procurement process. Vendors and interested persons shall direct to the Lead State Contract Administrator all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, requests for brand

approval, change, clarification, and protests, the award process, and any other questions that may arise related to this solicitation and the resulting Master Agreement.

1.3 **WSCA-NASPO BACKGROUND INFORMATION**

WSCA-NASPO is a cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. The Program is facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO). 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. The WSCA-NASPO Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information consult the following websites www.wsca-naspo.org and www.naspo.org.

1.4 **PARTICIPATING STATES**

In addition to the Lead State conducting this solicitation, Participating States listed in *Attachment N* have requested to be named in this RFP as potential users of the resulting Master Agreement. WSCA-NASPO permits other entities to become Participating Entities after award of the Master Agreement. State-specific terms and conditions that will govern each State's Participating Addendum and may be incorporated into the Participating Addendum after award.

As the Participating States have widely varying needs, this RFP has been designed to encompass all of these needs. As each state signs their Participating Addendum, it is the intention that they will select the options that best suit their needs.

A Participating State may evaluate and select a vendor for award in more limited geographical areas where judged to be in the best interests of the state or states involved. Administration of any such award(s) will be done by the Participating State(s) involved unless the awarded contract includes the Lead State in its geographical area.

Any Participating State reserves the right to award partial commodity categories or not participate in the award if deemed to not be in the best interests of that Participating State. Additionally, an Award under any subsequent contract does not authorize the awardee to conduct sales in any state without an authorizing Participating Addendum for that awardee.

1.5 **DEVICE GROUPINGS**

This RFP and subsequent Master Agreement will include groupings of copiers, printers and related devices as well as software bundles that enable and enhance the capabilities of devices. The groupings are:

Group	Devices
A	Copiers Black & White
B	Copiers Color
C	Wide Format Devices (B&W and Color)
D	Printers (B&W and Color)
E	Digital Duplicators
F	Scanners

In addition to these groupings, there are segments within each grouping to denote the minimum speed for the device requested.

The following items are excluded from the above segments and this RFP:

- Managed Print Services,
- Cameras,
- Interactive White Boards,
- Micrographic Equipment, and
- Overhead Projectors.

1.6 The scope of the project is copiers, printers and related devices with software sales and service throughout the Lead State and the additional states indicating interest in participating in an eventual contract. The solicitation and eventual awards shall be limited to manufacturers of copiers, printers and related devices (including private labeled devices) due to the complexity of this program and geographic diversity.

1.7 The process for this solicitation and eventual contract is as follows:

1.7.1 The RFP will be drafted and issued by the State of Nevada;

1.7.2 The RFP process will be governed by the Laws and Codes of the State of Nevada;

1.7.3 A recommendation of award will be issued by the State of Nevada, based on the Evaluation Committee's results, to the WSCA-NASPO Cooperative Purchasing Organization;

1.7.4 If approved, the WSCA-NASPO Master Service Agreement will be executed (**Attachment D**) by the Awarded Vendors and the State of Nevada;

1.7.5 Each Participating State or Entity must then execute a Participating Addendum with any of its unique Terms and Conditions.

1.8 **CONTRACT TERM**

It is anticipated that this RFP will result in multiple Master Agreement awards for each group. The contract period shall be for five (5) years. Placements made using the authority provided by this Contract will survive the Contract itself, per terms stated in Section 3.3.10 Survivability.

1.9 WSCA-NASPO ADMINISTRATIVE FEE

1.9.1 The Awarded Vendors will remit to the WSCA-NASPO Cooperative Purchasing Organization a WSCA-NASPO Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on sales of products and services (less any charges for taxes or shipping). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

1.9.2 Additionally, some states may require an additional fee be paid directly to the state on sales made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing discount accordingly for sales made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

1.10 ANTICIPATED USAGE

Attachment M contains the historical usage data from the previous contract. No minimum or maximum level of sales volume is guaranteed or implied.

2. ACRONYMS/DEFINITIONS

2.1 The following acronyms and definitions apply to this Request for Proposals (RFP) and any subsequent contracts.

Acronym	Description
<i>Acceptance</i>	A written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a Product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor.
<i>Acceptance Testing</i>	The process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance of the WSCA-NASPO Master Agreement Terms and Conditions, prior to Acceptance by the Purchasing Entity.
<i>Accessory</i>	Any item that may be added to the base marking engine.
<i>Assumption</i>	An idea or belief that something will happen or occur without proof. An idea or belief taken for granted without proof of occurrence.
<i>Authorized Dealer</i>	Authorized dealer (hereafter referred to as “dealer”) will be defined as a

Acronym	Description
<i>("dealer")</i>	<p>manufacturer's authorized sales and service center that must be certified by the manufacturer to sell the manufacturer's products, perform machine installation and maintenance on machines offered by the manufacturer at the time of bid. A Customer must be able to, at a minimum, be able to visit the sales and service center to view and test models.</p> <p>This term encompasses "Value Added Resellers (VARs), Distributors, Resellers, Local Dealers, Partner, Franchise, etc."</p>
<i>Awarded Vendor</i>	The organization/individual that is awarded and has an approved contract from the State of Nevada for the services identified in this RFP.
<i>BOE</i>	State of Nevada Board of Examiners
<i>Cancelable Rental</i>	A cancelable rental shall meet the financial requirements of an Operation Lease but shall be cancelable given 30 days written notice to the Awarded Vendor at any point during the rental term with or without penalty.
<i>Capital Lease</i>	<p>A capital lease is classified by the Customer as a purchase and must meet one or more of the following criteria:</p> <ul style="list-style-type: none"> • The lease term is greater than 75% of the property's estimated economic life. • The lease contains an option to purchase the property for less than fair market value. • Ownership of the property is transferred to the Customer at the end of the lease term. • The present value of the lease payment exceeds 90% of the fair market value of the property. • Such leases shall be subject to monthly payment reduction by the Awarded Vendor upon renewal, based upon the depreciated value. The depreciated value must be disclosed to the Customer at the time of the renewal; and the renewal rate is subject to the same terms and conditions under the contract with the Awarded Vendor.
<i>Confidential Information</i>	Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal. Refer NRS 333.020(5) (b).
<i>Contract Approval Date</i>	The date the State of Nevada officially approves and accepts all contract language, terms and conditions as negotiated between the State and the Awarded Vendor.

Acronym	Description												
<i>Contract Award Date</i>	The date when vendors are notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners.												
<i>Contractor</i>	The company or organization that has an approved contract for delivering Products or performing services under the terms and conditions set for in the WSCA-NASPO Master Agreement. The contractor has full responsibility for coordinating and controlling all aspects of the contract, including support to be provided by any subcontractor(s). The contractor will be the sole point of contact with the State relative to contract performance.												
<i>Cross Reference</i>	A reference from one document/section to another document/section containing related material.												
<i>Customer</i>	State governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions.												
<i>Division/Agency</i>	The Division/Agency requesting services as identified in this RFP.												
<i>Embedded Software</i>	One or more software applications which permanently reside on a device.												
<i>Engineering Drawing Sizes</i>	<p>The following engineering drawing sizes will be utilized:</p> <table border="1" data-bbox="639 1157 1101 1409"> <thead> <tr> <th colspan="2" data-bbox="639 1157 1101 1213">U.S. Customary Drawing Sizes</th> </tr> </thead> <tbody> <tr> <td data-bbox="639 1213 743 1255">A</td> <td data-bbox="743 1213 1101 1255">8.5" x 11"</td> </tr> <tr> <td data-bbox="639 1255 743 1297">B</td> <td data-bbox="743 1255 1101 1297">11" x 17"</td> </tr> <tr> <td data-bbox="639 1297 743 1339">C</td> <td data-bbox="743 1297 1101 1339">17" x 22"</td> </tr> <tr> <td data-bbox="639 1339 743 1381">D</td> <td data-bbox="743 1339 1101 1381">22" X 34"</td> </tr> <tr> <td data-bbox="639 1381 743 1423">E</td> <td data-bbox="743 1381 1101 1423">34" X 44"</td> </tr> </tbody> </table>	U.S. Customary Drawing Sizes		A	8.5" x 11"	B	11" x 17"	C	17" x 22"	D	22" X 34"	E	34" X 44"
U.S. Customary Drawing Sizes													
A	8.5" x 11"												
B	11" x 17"												
C	17" x 22"												
D	22" X 34"												
E	34" X 44"												
<i>EPEAT</i>	Electronic Product Environment Assessment Tool. EPEAT registered means products that have been decaled to meet the requirements of IEEE 1680.2, Standard for Environmental Assessment of Imaging Equipment.												
<i>Equipment Downtime</i>	Equipment downtime will be defined as the period of time a piece of equipment is waiting for service to be completed.												
<i>Equipment Functions and Options</i>	<p>The following definitions shall prevail for the various copier functions and options:</p> <ul style="list-style-type: none"> <li data-bbox="553 1759 1507 1919">• Automatic Document Feeder (ADF) – An accessory that “holds a stack of originals and feeds them automatically, one at a time to the exposure glass for scanning/copying.” – Buyers Laboratory Inc., 2003 Multifunction Specification Guide. <li data-bbox="553 1955 1507 1990">• Automatic Exposure Selection (AES) – “The exposure is adjusted 												

Acronym	Description
	<p>automatically when copying from originals with different background shadings.” – Buyers Laboratory Inc., 2003 Multifunction Specification Guide.</p> <ul style="list-style-type: none"> • Automatic Magnification Selection (AMS) – “After detecting the correct size of each original document, the copier automatically calculates the correct magnification (zoom) ratio to fit the paper size selected by the operator.” – Buyers Laboratory Inc., 2003 Multifunction Specification Guide. • Automatic Paper Selection (APS) – “A built-on sensor detects the size of the original and the copier selects the proper paper size.” – Buyers Laboratory Inc., 2003 Multifunction Specification Guide. • Automatic Tray Switching (ATS) – “A feature that enables a copier to automatically switch from a depleted paper source to another in the midst of a copy job, effectively increasing overall productivity.” – Buyers Laboratory Inc., 2003 Multifunction Specification Guide. • Automatic Start (AS) – “Copiers with this feature may be programmed for a job by the user before the copier is warmed up. Once programming is complete, the user presses the print (start) button and the machine automatically begins copying after warm-up temperature is attained.” – Buyers Laboratory Inc., 2003 Multifunction Specification Guide. • Base Cabinet – A base cabinet is utilized for a console device in order to utilize the device as a standalone unit (resting on the floor) instead of a paper-feed unit. • Paper-Feed Units – “Expands the paper capacity by providing two or more additional paper sources (cassettes, drawer or trays).” – Buyers Laboratory Inc., 2003 Multifunction Specification Guide. Additionally, paper-feed units act as a support for base units to utilize the device as a standalone unit (resting on the floor) instead of a base cabinet. For Segments 2 (console), 3 and 4, the paper-feed units include a minimum of two (2) paper cassettes, drawers or trays. • Bypass Paper Supply – “A side opening tray into which copying materials” (Buyers Laboratory Inc., 2003 Multifunction Specification Guide) may be inserted for the use of copying onto. A bypass paper supply will be configured for multiple sheets of copying material. • Data Security Kit – The kits and software required to enable the

Acronym	Description
	<p>encryption of all data written to the hard drive.</p> <ul style="list-style-type: none"> • Finisher – An accessory “that delivers finished (stapled) sets into an offset catch tray(s).” – Buyers Laboratory Inc., 2003 Multifunction Specification Guide. Additionally, finishers are subdivided into the following classifications: <ul style="list-style-type: none"> ○ <u>Advanced Finisher</u> – A finisher that is free standing from the output device, offers at a minimum 50 page multi position stapling capacity and can be configured with any combination of three-hole punching and saddle stitch finishing (booklet making). ○ <u>Basic Office Finisher</u> – A finisher that is free standing from the output device and offers at a minimum, 50 page stapling capacity. ○ <u>Internal/Wing Finisher</u> – A finisher that either is internal to the device or is an attachment to the output side of the device and offers at a minimum, 25 page stapling capacity. Wing finishers are not free standing by original manufacturing design and rely on the output device for support. • Network Connectivity Kit – All parts, boards and software (internal to the machine) to sufficiently enable the copier to network print, scan to network folder, scan to e-mail (including server based or POP3) and scan to desktop. • Network Security Kit – All necessary parts and software to enable encrypted communications between print drivers and a copier including any necessary specialized print drivers • Post Process Insertion Unit – An accessory that allows for the insertion of substrates without requiring the material to be fused. • Reversing Automatic Document Feeders (RADF) – A feeder that performs the same functions as an ADF with the added capability to automatically invert (turn) a two-sided original to copy material off of both sides. • Scan Speed – The speed a device scans originals through the document feeder at 600 x 600 DPI resolution or better.
Evaluation Committee	An independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS 333.335.

Acronym	Description
<i>Exception</i>	A formal objection taken to any statement/requirement identified within the RFP.
<i>Fair Market Value Lease</i>	The customer may purchase the device at the end of the term at the then Fair Market Value. All fair market value leases shall have an end of term buyout to own value that is determined by the then current market price. Such leases shall be subject to monthly payment reduction by the Awarded Vendor upon renewal, based upon the depreciated value. The depreciated value must be disclosed to the Customer at the time of the renewal; and the renewal rate is subject to the same terms and conditions under the contract with the Awarded Vendor.
<i>First Time Fix</i>	The measurement of a successful service and technical support call is defined by the dealer's or manufacturer's ability to remedy the underlying issue on the first service call. This measurement shall be that no other service calls are placed for the same issue within a 90 day period of time.
<i>Goods</i>	The term "goods" as used in this RFP has the meaning ascribed to it in NRS §104.2105(1) and includes, without limitation, "supplies", "materials", "equipment", "devices", and "commodities", as those terms are used in NRS Chapter 333.
<i>Inside Delivery</i>	A predetermined inside location for installation of purchased, rented or leased devices.
<i>Intellectual Property</i>	Any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
<i>Key Personnel</i>	Vendor staff responsible for oversight of work during the life of the project and for deliverables.
<i>LCB</i>	Legislative Counsel Bureau
<i>Lead State</i>	The State conducting this cooperative procurement, evaluation, award, and administering any resulting Master Agreements on behalf of the WSCA-NASPO Cooperative Purchasing Program.
<i>Lease of Equipment</i>	<p>For financial accounting purposes, a lease for equipment in any resulting contract is one which:</p> <ul style="list-style-type: none"> • Does not meet the criteria of a finance lease as defined by SSAP 21. Risk and rewards of ownership lie with the Awarded Vendor and/or; • The Customer cannot be liable for an residual risks associated with the assets and/or; • An operating lease is accounted for by the Customer without showing

Acronym	Description
	<p>an asset (for the equipment) or a liability (for the lease payment obligations) on its balance sheet and/or;</p> <ul style="list-style-type: none"> • Periodic payments are accounted for by the Customer as operating expenses for the period.
Lemon Clause	<p>Lemon laws are American state laws that provides a remedy for purchasers of consumer goods in order to compensate for products that repeatedly fail to meet standards of quality and performance. The rights afforded to consumers by lemon laws may exceed the warranties expressed in purchase contracts. Lemon law is the common nickname for these laws, but each state has different names for the laws and acts.</p>
LOI	<p>Letter of Intent - notification of the State’s intent to award a contract to a vendor, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award.</p>
Manufacturer	<p>Defined as a company that, as its primary business function, designs, assembles, owns the trademark/patent and markets multifunction devices. The manufacturer’s original OEM name shall appear on the device from the original point of manufacturer, even if labeled by a third party.</p>
Manufacturer Suggested Retail Price (MSRP)	<p>List price or recommended retail price of a product is the price which the manufacturer recommends that the retailer sell the product. MSRP is pricing provided to Buyers Laboratory Inc. (BLI) by manufactures.</p>
Master Agreement	<p>The underlying agreement executed by and between the Lead State, acting on behalf of WSCA-NASPO, and the Contractor, as now or hereafter amended.</p>
May	<p>Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.</p>
Must	<p>Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.</p>
NAC	<p>Nevada Administrative Code –All applicable NAC documentation may be reviewed via the internet at: www.leg.state.nv.us.</p>
Newly Manufactured	<p>“Units that have not been previously used and are currently being marketed by the manufacturer.” – Buyers Laboratory Inc., 2003 Multifunction Specification Guide. New machines consist of all new or remanufactured parts with no used parts or components and the marking engine must be new and not used or remanufactured. New devices have never been under lease or placed as a demonstration or test machine, since original manufacture.</p>

Acronym	Description
NOA	Notice of Award – formal notification of the State’s decision to award a contract, pending Board of Examiners’ approval of said contract, any non-confidential information becomes available upon written request.
Non-Cancelable Rental	The customer may not purchase the device at the end of the initial, or any subsequent renewal term. All non-cancelable rentals shall not have a buyout to own option and all Customers will be remitting payment for the usage of the device only. Such rentals shall be subject to monthly payment reduction by the Awarded Vendor upon renewal, based upon the depreciated value. The depreciated value shall never reach a value that would result in the transfer of the asset to the Customer. The depreciated value must be disclosed to the Customer at the time of the renewal; and the renewal rate is subject to the same terms and conditions under the contract with the Awarded Vendor.
NRS	Nevada Revised Statutes – All applicable NRS documentation may be reviewed via the internet at: www.leg.state.nv.us .
Operational Lease	Operational lease is used to acquire devices on a relatively short term basis with no benefit of ownership to the lessee; no buy-out will be considered.
Order or Purchase Order	Any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
Pacific Time (PT)	Unless otherwise stated, all references to time in this RFP and any subsequent contract are understood to be Pacific Time.
Participating Addendum(PA)	A bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.
Participating Entity	A state, or other legal entity, properly authorized to enter into a Participating Addendum.
Participating State	A state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. A Participating State is not required to participate through execution of a Participating Addendum. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity.
Participating State Contract Administrator	Each state shall assign a Contract Administrator all state acquisitions and shall define the Contract Administrator for political subdivision acquisitions if different from the Contract Administrator.
Product	Any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to the Master Agreement. The term Products, supplies and services, and

Acronym	Description
	products and services are used interchangeably in these terms and conditions.
Power Protection	<p>A device that provides the following protection for power irregularities for smaller voltage machines (up to 15 amps):</p> <ul style="list-style-type: none"> • Fax/Modem Protection: <ul style="list-style-type: none"> ○ In/Out RJ11 modem jacks ○ FCC Registration numbers must be marked on each unit ○ Must contain automatic re-settable fuse in protection circuit ○ Must incorporate a wideband DSL filter • Network Protection: <ul style="list-style-type: none"> ○ In/Out RJ45 modular jacks ○ ETL Verified to TIA/EIA-568-B.2 Cat5e standard • Frequency Attenuation: <ul style="list-style-type: none"> ○ Normal Mode: 30 dB min, 45 kHz – 23 MHz ○ Common Mode: 30 dB min, 20kHz – 30 MHz • Remnant voltage, IEEE C62.41 Cat. B Impulse, neutral-ground: 50 Volt peak max. • UL Suppressed Voltage Rating of 330 volts on all modes. • Unit must operate in continuous mode – no over voltage shut off disconnect. • Unit must not provide power if wall outlet is reversed wired, not properly grounded or missing. • Minimum of 3 AC receptacles, including 1 flexible (“pigtail”) outlet. • UL Listed and marked on each product.
Proposal	The official written response submitted by a Vendor in response to this RFP.
Proprietary Information	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract. (Refer to NRS 333.020 (5) (a).
Public Record	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records. (Refer to NRS 333.333 and NRS 600A.030 [5]).
Purchasing Entity	A state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a

Acronym	Description
	Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.
<i>Redacted</i>	The process of removing confidential or proprietary information from a document prior to release of information to others.
<i>Refurbished</i>	A product which received major maintenance (and/or minor repair) including the replacement of all normal parts subject to wear during the normal course of use.
<i>Remanufactured</i>	<p>The process of disassembling products known to be worn or defective that can be reused or brought up to OEM specification by: cleaning, repairing or replacing in a manufacturing environment and; then reassembled to sound working condition, and tested. The remanufactured product is ready for a second life, performing as new. A product is considered remanufactured if:</p> <ul style="list-style-type: none"> • Its primary components come from a used product. • The used product is dismantled to the extent necessary to determine the condition of its components. • The used product's components are thoroughly cleaned and made free from rust and corrosion. • All missing, defective, broken or substantially worn parts are either restored to sound, functionally good condition, or they are replaced with new or remanufactured parts. • The product is in sound working condition from machining, rewinding, refinishing or other operations that are performed as necessary. • The product is reassembled, tested, and a determination is made that it will operate like a new product.
<i>Response Time</i>	This time starts with the original service call into the dealer or manufacturer and ends once all repairs, part installations, equipment modifications and equipment configuration changes have been completed and the equipment functions in accordance with manufacturer published specifications.
<i>RFP</i>	Request for Proposal - a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection as defined in NRS 333.020(8); including all parts, sections, exhibits, attachments and amendments.
<i>Service Base Location</i>	The place of business where, as a regular course of business, the manufacturer or dealer provides the warehousing of parts and training for service technicians.

Acronym	Description								
<i>Service Call</i>	An on-site technician visit due to machine error or breakdown requiring the on-site services of an authorized service technician to remedy the error.								
<i>Service Response Time</i>	The time required to solve a service call beginning from the time the call is logged with the Awarded Vendor until either an Authorized Service Technician arrives on-site or the issue is resolved through the Awarded Vendor's phone support.								
<i>Service Zone</i>	<p>The following table provides the definitions for three separate Service Zones based on the distance from the Awarded Vendor's closest Service Base Location:</p> <table border="1" data-bbox="545 648 1451 1058"> <thead> <tr> <th data-bbox="545 648 889 688">Service Zone</th> <th data-bbox="889 648 1451 688">Definition</th> </tr> </thead> <tbody> <tr> <td data-bbox="545 688 889 835">Urban</td> <td data-bbox="889 688 1451 835">Within a 60 mile radius of closest Service Base Location, within 60 miles of the State Capital or within 60 mile radius of a Metropolitan Statistical Area.</td> </tr> <tr> <td data-bbox="545 835 889 947">Rural</td> <td data-bbox="889 835 1451 947">Outside a 60 mile radius from closest Service Base Location, the State Capital or a Metropolitan Statistical Areas.</td> </tr> <tr> <td data-bbox="545 947 889 1058">Remote</td> <td data-bbox="889 947 1451 1058">Areas inaccessible via road from any Urban or Rural Service Zone regardless of distance.</td> </tr> </tbody> </table>	Service Zone	Definition	Urban	Within a 60 mile radius of closest Service Base Location, within 60 miles of the State Capital or within 60 mile radius of a Metropolitan Statistical Area.	Rural	Outside a 60 mile radius from closest Service Base Location, the State Capital or a Metropolitan Statistical Areas.	Remote	Areas inaccessible via road from any Urban or Rural Service Zone regardless of distance.
Service Zone	Definition								
Urban	Within a 60 mile radius of closest Service Base Location, within 60 miles of the State Capital or within 60 mile radius of a Metropolitan Statistical Area.								
Rural	Outside a 60 mile radius from closest Service Base Location, the State Capital or a Metropolitan Statistical Areas.								
Remote	Areas inaccessible via road from any Urban or Rural Service Zone regardless of distance.								
<i>Shall</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.								
<i>Short Term Rental</i>	<p>A Short Term Rental shall:</p> <ul style="list-style-type: none"> • Meet the financial requirements of an Operational Lease but shall be cancelable given 30 days written notice to the Awarded Vendor at any point during the rental term. • Not exceed a total term of 18 months for Used or Refurbished devices. 								
<i>Should</i>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.								
<i>SSAP 21</i>	The Statements of Statutory Accounting Principles (SSAP) are a set of accounting regulations prescribed by the National Association of Insurance Commissioners for the preparation of an insuring firm's financial statements.								
<i>State</i>	The State of Nevada and any agency identified herein; and any other state who has executed a Participating Addendum to any subsequent contract resulting from this RFP.								

Acronym	Description
<i>Subcontractor</i>	Third party, not directly employed by the contractor, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the contractor.
<i>Trade Secret</i>	Information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
<i>Type of Devices</i>	<p>The following definitions of the types of copiers and printing devices will prevail:</p> <ul style="list-style-type: none"> • A) Copiers Black & White – A machine that makes exact paper copies of printed or graphic materials in black and white only. • B) Copiers Color – A machine that makes exact paper copies of printed or graphic materials in black and white and more than one color. • C) Wide Format Devices – A printer that prints larger than 11x17 paper, which typically use ink jet technology to print on a variety of output mediums. • D) Printers (Color and Black & White) – Device does not copy as the primary function and does not allow 11x17 paper. Printer shall include an inkjet or laser-printer print engine. Printer equipment may include the function of network printing as the primary function and the functionalities of copying/scanning/faxing (or e-fax) as a convenience. • E) Digital Duplicator – High production device with a stencil ink and a drum. Devices making use of templates to create large volume of documents quickly at the lowest cost per copy. • F) Scanners – A device used to convert paper documents into digital images.
<i>Useful Life</i>	Period during which an asset or property is expected to be usable for the purpose it was acquired.
<i>User</i>	State governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual

Acronym	Description
	state procurement director and compliance with local statutory and regulatory provisions.
Vendor	Organization/individual submitting a proposal in response to this RFP.
Will	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
Working Days	Monday through Friday, not including State Observed Holidays, defined in Section 2.3.

2.2 STATE OBSERVED HOLIDAY

The State observes the holidays noted in the following table. When January 1st, July 4th, November 11th or December 25th falls on Saturday, the preceding Friday is observed as the legal holiday. If these days fall on Sunday, the following Monday is the observed holiday.

Holiday	Day Observed
New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Nevada Day	Last Friday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Family Day	Friday following the Fourth Thursday in November
Christmas Day	December 25

3. SCOPE OF WORK

Vendors shall respond in the form of a thorough narrative that meets or exceeds each specification and/or requirement. Narratives, including required supporting materials, will be evaluated and awarded points accordingly.

3.1 SEGMENTS

The following Segments shall be utilized to group the various speeds of copiers within Groups A, B, C, D and E:

Group A – Copiers B&W	
Segment	Speed in Pages Per Minute (PPM)
A3	31 – 40
A4	41 – 69
A5	70 – 90

A6	91 – 119
A7	120 – 139
A8	140 – 159
A9	160+

Group B – Copiers Colors	
Segment	Speed in Pages Per Minute (PPM)
B3	31 – 40
B4	41 – 69
B5	70 – 90
B6	91 – 119
B7	120 – 139
B8	140 – 159
B9	160+

Group C – Wide Format Devices (B&W and Color)		
Segment	Speed in Square Feet Monthly (SFM)*	D Size a Minute
Low	500 – 10,000	4+
Medium	10,001 – 50,000	9+
High	50,001+	20+

*Vendors may propose alternate print options; however, must include a method to convert to SFM.

Group D – Printers (B&W and Color)	
Segment	Speed in Pages Per Minute (PPM)
D1	Up – 20
D2	21 – 40
D3	41 – 60

Group E – Digital Duplicator	
Segment	Speed in Pages Per Minute (PPM)
E1	100 – 130
E2	131 – 150
E3	151 – 180
E4	181+

Group F – Scanners	
Segment	Speed in Pages Per Minute (PPM)
F1	50 – 59
F2	60 – 69
F3	70 – 79
F4	80 – 89

F5	90+
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3.2 PROPOSAL REQUIREMENTS

All proposing Vendors must meet the requirements of this section.

- 3.2.1 The Vendors must be a manufacturer of copiers, printers or related devices as defined within this RFP.
- 3.2.2 Devices must be manufactured or private labeled by the Vendor. Other devices may be allowed for production (100+ pages per minute) or wide format configurations.
- 3.2.3 Vendors must provide service and supply programs and pricing for each copier model and/or printing device proposed. Such pricing must be expressed as a cost per impression.
- 3.2.4 Manufacturers may only submit one response and may not submit multiple responses for any additional brand names.
- 3.2.5 To be eligible for award, Vendor agrees to pay a WSCA-NASPO administrative fee as specified in Section 1.9 of the RFP and Section 26 of the WSCA-NASPO Master Agreement Terms and Conditions. Moreover, specific summary and detailed usage reporting requirements are prescribed by **Attachment P** and Section 27 of WSCA-NASPO Master Agreement Terms and Conditions. Awarded Vendor shall identify the person responsible for providing the mandatory usage reports, which this information must be kept current during the contract period. Reporting contact must be provided within 15 days of Master Agreement being executed.
- 3.2.6 Vendors are required and must provide leasing rates for Operational Leases, Capital Leases, and Fair Market Value Leases. These rates will be a not-to-exceed rate throughout the term of the contract.
- 3.2.7 Vendors are requested to offer and provide rental rates for Non-Cancelable Rentals and Cancelable Rentals. These rates will be a not-to-exceed rate throughout the term of the contract.
- 3.2.8 Pricing for this RFP and any subsequent contract must be expressed as a discount from Manufacturer Suggested Retail Price (MSRP). MSRP must be a published figure with the Buyers Laboratory Inc. (BLI). Discounts from list may be increased during the term of the contract by an Awarded Vendor. The WSCA-NASPO Contract Manager and the Participating State Contract Administrator must be notified of any such increase in discount. At no time during the contract period may the discount be reduced.
- 3.2.9 All pricing must be FOB Destination with either Freight Prepaid and Added or Freight Prepaid and Allowed, as defined in the Participating Entities PA.

3.3 PROJECT PROVISIONS

3.3.1 Additional Offered Devices and Software

Awarded Vendors may offer additional devices and software within each awarded grouping so long as the device meets or exceeds the requirements of the RFP and subsequent contract; and meets or exceeds the discount of the bid device or software within the same grouping and segment. Any such additional device offering will be subject to review and approval by the Lead State Contract Administrator and Participating State Contract Administrator.

3.3.2 Authorized Dealers

During the Master Agreement period, Participating State Contract Administrator may remove a dealer from the list of those designated to service the Master Agreement at any time without further explanation or process. The Awarded Vendor may propose dealer additions or deletions for consideration and agrees to provide interim service should any listed resource become unavailable or deemed unsuitable by the Participating State Contract Administrator. The decision about the suitability of dealers will be solely that of the Participating State Contract Administrator. Further, the Participating State Contract Administrator or the Participating Addendum will have the authority to dictate classifications of dealers that may service the contract (such as local dealers only).

3.3.3 Dedicated Contract Website

Awarded Vendors must maintain a contract website for each Participating State. The purpose of this website is to inform end users of the individual state programs under any subsequent Participating Addendum. Such Contract Websites shall, at a minimum, contain:

3.3.3.1 Product offerings and options, limited to the products, services and financial vehicles approved by each state through their Participating Addendum or the Participating State Contract Administrator.

3.3.3.2 Up to date pricing discount and leasing or rental rates.

3.3.3.3 Authorized dealers within the Participating States that are authorized to service the Contract.

3.3.4 End of Term Notification

Awarded Vendors must notify a Customer, in writing, 90 days prior to the end of any financing term or Service and Supplies term.

3.3.5 Device Additions/Deletions

During the term of the contract, Awarded Vendors may add or delete contract devices introduced or removed from the market by the manufacturer provided the added device falls within the scope of the Awarded Vendor's awarded contract.

Awarded Vendor shall update its dedicated contract websites to reflect this change. New devices must be adequately described and the associated price list must be updated to reflect the new devices prices. Pricing must utilize the same pricing structure as was used for other devices falling into the same product category. The pricing structure will be dictated by the purchase price determined from the discount from MSRP. Lease and rental pricing will be dictated by the quoted leasing and rental rates applied to the purchase price. Such additions and deletions must be approved by the Lead State Contract Administrator and as applicable Participating State Contract Administrator.

3.3.6 Device Inspection/Testing/Acceptance

Inspections, tests, measurements, or other acts or functions performed by the ordering Customer shall in no manner be construed as relieving the Awarded Vendor from full compliance with contract requirements. At a minimum, an installed device must demonstrate the capability of providing the functions and services specified in the manufacturer's published literature.

No contract term for service, supplies, lease payments or rental payments may begin prior to successful delivery, installation and acceptance of the ordered device by the Customer. As such, no valid invoice may be issued by the Awarded Vendor prior to the acceptance by the Customer.

3.3.7 Order of Precedence, Incorporated Documents, Conflict and Conformity

3.3.7.1 Incorporated Documents

Each of the documents listed below will be, by this reference, incorporated into any resulting Contract as though fully set forth herein.

- A. The Request for Proposal document with all attachments and all amendments thereto;
- B. Contractor's Response to the Request for Proposal; and
- C. Contractor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting materials Contractor made available to Purchaser and used to affect the sale of the Product to the Purchaser.

3.3.7.2 Order of Precedence

In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. A Participating State or Entity's unique terms and conditions as presented in the Participating Addendum;

- B. The Executed WSCA-NASPO Master Agreement;
- C. A Purchase Order issued against the Master Agreement;
- D. The State of Work;
- E. The Solicitation RFP #3091, including all attachments and amendments and any Participating Entity terms and conditions attached as exhibits or attachments; and
- F. Contractor's response to the Solicitation RFP #3091, as revised (if permitted) and accepted by the Lead State.

3.3.7.3 Conflict

To the extent possible, the terms of the Master Agreement shall be read consistent and complementary. Any conflict among the documents shall be resolved by giving priority to the documents in the order listed above. Awarded Vendors terms and conditions that apply to the Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment.

3.3.7.4 Conformity

If any provision of this Contract violates any Federal or State statute or rule of law, it is considered modified to conform to that statute or rule of law.

3.3.8 Owned Device Trade-In

Awarded Vendors may allow for Customers to trade-in owned device as part of a new agreement under this contract, according to State regulations and laws. The value for the trade-in will be negotiated by the Awarded Vendor and Customer at the time of the transaction and may not include any disposal or shipping fees.

3.3.9 Participating Addendum

Participating States or Participating Entities may, through a Participating Addendum, limit:

- 3.3.9.1 The awardees;
- 3.3.9.2 Available financial vehicles;
- 3.3.9.3 Device Groupings, segments, models, standardized configurations, available accessories, available software;
- 3.3.9.4 Inclusions of additional items (i.e. moves within the state, inclusion of staples within the Service and Supplies rate);

- 3.3.9.5 Exclusion of geographical areas; and
- 3.3.9.6 As well as additional items as deemed necessary by the Participating State or Entities.
- 3.3.9.7 Participating States may also, through the PA, expand or restrict these options for Participating Political Subdivisions or other eligible entities.

3.3.10 Survivability

- 3.3.10.1 Placements made using the authority provided by this Master Agreement will survive the Master Agreement itself based on each Participating State or Entity Terms and Conditions in its PA. Those Customers purchasing, renting or leasing the device will continue to receive ongoing service from the Awarded Vendor at the agreed upon Contract rate through the term of their placement contract agreement.
- 3.3.10.2 Those Customers purchasing devices will receive ongoing service from the Awarded Vendor at the agreed upon Contract rate until the expiration of the Service Contract.

3.3.11 Termination for Non-appropriation

The continuation of any financial obligation is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the local source, State Legislature and/or federal sources. The Customer may terminate any financial obligation, and Awarded Vendor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Customers funding from local, State and/or federal sources is not appropriated, withdrawn or limited.

3.3.12 Trial or Demonstration of Device or Equipment

Any trial or demonstration period may not exceed 30 calendar days and such device or equipment may be used, remanufactured or reconditioned. Additionally, no trial or demonstration device may be converted to a lease, rental or purchase, unless the device was new, as defined within this RFP, prior to the placement as a trial or demonstration device.

3.3.13 Volume Placements

Awarded Vendors may offer additional discounts or price breaks on services, purchase prices, leases and rental plans for volume placements.

3.4 **DEVICE CONFIGURATIONS**

- 3.4.1 All copiers (Groups A and B) must be equipped, at a minimum, with the following components:

- 3.4.1.1 Automatic duplex enabled copiers, the ADF must be a RADF unless the ADF is equipped to accomplish duplex scanning (scan both sides of the original in the same pass);
- 3.4.1.2 Must be capable of AES, AMS, APS, ATS, AS and Margin Shift;
- 3.4.1.3 Must maintain a Scan Speed, as defined within this RFP, from an ADF, RADF (including duplex scanners) or Separate Scanning Station, within 90% of the rated speed of the marking engine;
- 3.4.1.4 Marking Engine;
- 3.4.1.5 Control panel;
- 3.4.1.6 Bypass paper supply;
- 3.4.1.7 Paper Supply equal to or greater than:
 - A. One (1) paper drawer for Segment 3 Desktop copiers;
 - B. Two (2) paper drawers for Segments 4 Console copiers through Segment 4 copiers;
 - C. Four (4) paper drawers and/or 2,000 sheet capacity for Segments 5 and above; and
- 3.4.1.8 Paper size capacity up to 11" x 17".
- 3.4.2 All wide format devices (Group C) must be equipped, at a minimum, with the following components:
 - 3.4.2.1 Automatic Exposure – The exposure is adjusted automatically when copying from originals with different background shadings.
 - 3.4.2.2 Automatic Magnification – After detecting the correct size of each original document, the copier automatically calculates the correct magnification (zoom) ratio to fit the media size selected by the operator.
 - 3.4.2.3 Automatic Media Selection – A built-on sensor detects the size of the original and the copier selects the proper media size.
 - 3.4.2.4 Automatic Roll Switching – A feature that enables a printer\copier to automatically switch from a depleted media source to another in the midst of a copy job, effectively increasing overall productivity.
 - 3.4.2.5 Media Sources – Provide two (2) or more media roll sources.

- 3.4.2.6 Hard Drive Security Kit – The parts and/or software required to optionally enable US Department of Defense (DoD) 5220.22-M standards for data overwrite.
- 3.4.2.7 Network Connectivity Kit – All parts, boards and/or software (internal to the machine) to sufficiently enable the printer/scanner to network print and scan to network using IPV4 and/or IPV6.
- 3.4.2.8 Network Security Kit – All necessary parts and/or software to optionally enable encrypted communications between servers/workstations and a printer/scanner including IPSEC and HTTPS.
- 3.4.3 All printers (Group D) must be equipped, at a minimum, with the following components:
 - 3.4.3.1 Device does not copy as the primary function and does not allow 11” x 17” paper;
 - 3.4.3.2 Shall include an inkjet or laser print engine;
 - 3.4.3.3 Control panel;
 - 3.4.3.4 Bypass paper supply;
 - 3.4.3.5 Paper Supply equal to or greater than one (1) drawer;
 - 3.4.3.6 Paper size capacity up to 8-1/2” x 14” and envelope adjustment capability;
 - 3.4.3.7 Must include network connectivity; and
 - 3.4.3.8 Multi-functional devices must copy, scan, and fax (or e-fax).
- 3.4.4 All digital duplicators (Group E) must be equipped, at a minimum, with the following components:
 - 3.4.4.1 Must be capable of AES, AMS, APS, ATS, AS and Margin Shift;
 - 3.4.4.2 Fully automatic one-drum system;
 - 3.4.4.3 Control panel;
 - 3.4.4.4 1,000 sheet minimum paper feed or roll; and
 - 3.4.4.5 Monthly volume of 300,000+ minimum duty cycle.
- 3.4.5 All scanners (Group F) must be equipped, at a minimum, with the following components:

- 3.4.5.1 Must be capable of AES, AMS, APS, ATS, AS and Margin Shift;
- 3.4.5.2 Must maintain a Scan Speed, as defined within this RFP;
- 3.4.5.3 Charge-Coupled Device (CCD) or Contact Image Sensor (CIS) image sensor;
- 3.4.5.4 Control panel;
- 3.4.5.5 Density range minimum of 3.0;
- 3.4.5.6 Automatic document feed;
- 3.4.5.7 Paper size capacity letter or legal;
- 3.4.5.8 Color depth of at least 24 bytes; and
- 3.4.5.9 Single pass duplex scan.

3.4.6 Accessories

Accessories must be offered, if available, for all device categories awarded to Contractor, throughout the term of the Master Agreement.

3.4.7 Device Minimums

- 3.4.7.1 All devices must be newly manufactured and currently in production, except as specially provided within this RFP for short term rentals.
- 3.4.7.2 Devices must have published specifications. Awarded Vendors will provide website of the published specifications (BLI, etc.) for each device category awarded.
- 3.4.7.3 Devices must meet or exceed the speed requirements for each segment of device in each grouping.
- 3.4.7.4 All devices must be Electronic Product Environment Assessment Tool (EPEAT) registered to a minimum of EPEAT Bronze standard within two years of award of contract. If a Contractor's awarded products are not EPEAT registered after two (2) years, the Contractor will be prohibited from selling those devices.

3.4.8 Installation and Environmental Requirements

Prior to order acceptance, Awarded Vendor must advise Customer of any and all specialized installation and environmental Customer site requirements for the delivery and installation of contract device. This information should include, but is not limited to the following:

- 3.4.8.1 Air conditioning;
- 3.4.8.2 Electrical requirements;
- 3.4.8.3 Special grounding;
- 3.4.8.4 Cabling requirements;
- 3.4.8.5 Space requirements;
- 3.4.8.6 Humidity and temperature limits, and
- 3.4.8.7 Any other considerations critical to the installation.

3.4.9 Paper Specifications

All proposed devices shall be compatible with using recycled paper, up to and including 100% Post-Consumer-Waste (PCW) paper. Service personnel may not fault the use of recycled paper for device failures, as long as the recycled paper in use meets the standard paper specifications (e.g., multi-purpose, copy, or laser paper). Additionally, all proposed devices shall be guaranteed by the manufacturer to accomplish 100% duplexing (except Group C) with 30% PCW paper.

3.4.10 Excessive Service and Downtime

Equipment, including all accessories and software, supplied through this contract shall be capable of continuous operation. Therefore, Awarded Vendor shall guarantee that all contract equipment will be operational at least 98% of normal business hours. Equipment that develops a trend of requiring an excessive number of service calls shall be reported by the Customer to the Awarded Vendor or by the Awarded Vendor to the Customer as the situation warrants. Should the equipment, any accessories, or software become inoperable for a period of twenty-four (24) consecutive working hours, the Awarded Vendor shall, at the Customer's option, provide, at no charge, a loaner or accessory of equal capability of non-performing piece of equipment while repairs are being completed.

Awarded Vendors are to maintain a service log for each machine serviced describing maintenance and repair services provided. A no-cost copy of service logs/reports must be provided to the Customer and/or the Contract Administrator within five (5) working days of request.

If equipment fails to perform at the operational level specified above, then **Section 3.4.11.2** will apply.

3.4.11 Warranty

- 3.4.11.1 Devices must carry a minimum 90 day warranty that it is free from defects in material and workmanship. If defects are identified, the

Awarded Vendor agrees to repair or replace defective parts promptly on a like-for-like basis without additional cost to the Customer. Any and all items failing during the warranty period will be replaced promptly free of charge. Upon significant failure, the warranty period will commence again for a minimum 90 additional days. Significant failure shall be determined by the Participating State Contract Administrator.

3.4.11.2 Lemon Clause

This clause applies to all devices purchased or leased through this contract. The application period is 36 months from the date of installation. This clause takes precedence over any other warranty or service maintenance clauses associated with this contract. For purchased devices, agencies must maintain an uninterrupted maintenance agreement with the contract vendor for the Lemon Clause to apply past the initial 90-day warranty period.

Any device that fails (except due to operator error) to operate in accordance with the manufacturer's published performance specifications four times in any four week period and/or is subject to recurring related problems shall be replaced with a new copier that meets the requirements of the same lot as the original copier, at no cost to the user. The Participating State Contract Administrator will review user requests for the application of this clause and will make a determination regarding its use.

If 25% or less of the device's useful life has been used up, the device must be replaced with a "new device". A "like for like" device may be used if 25% or more of the useful life of the device has been used up and the Customer agrees to the "like for like" exchange. Note: Prior to the lease or purchase of a device, Contractor must provide Customer with the device's "Useful Life".

Failure to comply with the requirements of this clause may be grounds for default and contract cancellation by the Lead State Contract Administrator.

3.5 SERVICE REQUIREMENTS

3.5.1 Availability of Repair Parts

Awarded Vendors must guarantee the availability of repair parts for a minimum of five (5) years subsequent to Customers acceptance of the contract device. All branded device components, spare parts, application software, and ancillary equipment purchased and supplied under any resulting contract must conform to manufacturer specifications. The Awarded Vendor is responsible for ensuring that these items are operable and installed in accordance with manufacturer's specifications.

3.5.2 On-Going Point of Contact

Awarded Vendors shall provide a single point of contact for all issues and questions regarding the devices and services provided including but not limited to: Pricing, Device Additions/Moves, Contract Issues and Service Escalation Issues. Additionally, the Awarded Vendor will provide a single point of contacts for each Participating State Contract Administrator as well as the Lead State Contract Administrator.

3.5.3 Service Contracts

Awarded Vendors must offer service and supply contracts for all devices placed under this contract, if applicable. The term of any subsequent service and supply contracts may not extend beyond the initial term of any financial vehicle used to place the device and in the initial placement may not extend beyond 60 months in the case of purchases. For example, if a device is placed on a 60 month lease, a service and supplies contract may not extend beyond the 60 month term of the lease.

3.5.4 Hours and Submission Methods

3.5.4.1 Awarded Vendor must perform full service support for all awarded categories during normal business hours (Working Days, 8:00 a.m. – 5:00 p.m.) within the pricing proposed.

3.5.4.2 Awarded Vendors may offer additional coverage beyond normal business hours for the servicing of device and may charge an additional monthly base charge for such coverage.

3.5.4.3 Awarded Vendors must provide toll free phone, local phone, facsimile, e-mail, internet and any electronic automated method for Customers to place service calls.

3.5.4.4 Awarded Vendors must provide an electronic method for providing periodic meter readings. These electronic methods may include online submission and/or automated electronic submission to be performed by the device in place via an available network connection if approved by the Participating State Contract Administrator and the Customer.

3.5.5 Billing and Invoicing

3.5.5.1 Awarded Vendor shall maintain timely and accurate invoicing.

3.5.5.2 The Participating State or Entity and WSCA-NASPO may request at any point proof of the billing accuracy through the data set supporting the billing. If the Customer or WSCA-NASPO has reason to believe that multiple and systemic billing errors exist, that cannot be corrected to the Customer's or WSCA-NASPO's satisfaction; the Customer or WSCA-NASPO may require an audit

by a third party. If errors are found, the Awarded Vendor must reimburse the Customer or WSCA-NASPO for the cost of the auditor as well as correcting any billing errors.

3.5.6 Reporting

3.5.6.1 Awarded Vendor shall produce reporting for both the Customer and WSCA-NASPO within 30 days of the closing of a reporting period, as requested.

3.5.6.2 Vendor shall produce payment for both any State Specific Administrative Fee and the WSCA-NASPO Administrative Fee within 30 days of the closing of the reporting period.

3.5.6.3 The Customer and WSCA-NASPO may request at any point proof of the reporting accuracy through the data set supporting the reporting, as defined above. If the Customer or WSCA-NASPO has reason to believe that multiple and systemic reporting errors exist, that cannot be corrected to the Customer's or WSCA-NASPO's satisfaction; the Customer or WSCA-NASPO may require an audit by a third party. If errors are found, the Awarded Vendor must reimburse the Customer or WSCA-NASPO for the cost of the auditor as well as correcting any administrative fee errors.

3.5.7 Customer Training

Awarded Vendor must provide minimum of one (1) hour on-site initial training upon device and/or software placement along with an abbreviated user manual for commonly used features of the device and/or software, at no additional charge.

3.5.8 Service Level Agreement

Attachment O provides a model Service Level Agreement. Awarded Vendors and the Participating State or Entity are responsible for developing a Service Level Agreement customized to the needs of the Participating State or Entity, which should be included in the Participating Addendum.

3.5.9 Parts

Awarded Vendors must use only Original Equipment Manufacturer (OEM) parts. Used parts will not be accepted within this RFP except as an emergency repair to maintain uptime.

3.5.10 Dealer Guidance

3.5.10.1 The Awarded Vendor will be the sole point of contract responsibility. The Lead State Contract Administrator and Participating State or Entities will look solely to the awarded vendor for the performance of all contractual obligations, and the awarded

vendor shall not be relieved for the non-performance of any Authorized Dealers and/or all Subcontractors.

3.5.10.2 Awarded Vendors must provide education and guidance on use of the Master Agreement and Participating Addendums.

3.5.11 Technician Training

All service technicians must be factory trained by the OEM and certified to service the awarded devices.

3.5.12 Timeliness of Service

3.5.12.1 Awarded Vendors must maintain service response time as stated in **Section 3.5.4.1**, according to the following Service Zones, unless otherwise allowed by the Participating State Contract Administrator:

Urban Response Time	Rural Response Time	Remote Response Time
4 Hours	1 Working Day	4 Working Days

3.5.12.2 New orders for devices must be installed by the Awarded Vendor within 30 calendar days of order placement. Software related to the device must be installed within five (5) working days of the device installation. Excess installation time may be afforded by the Customer.

3.5.12.3 Moves, device pickups and device trade-ins must be accomplished within 30 days of the request.

3.5.12.4 Service calls must be acknowledged to the Customer via phone, on-site service call or e-mail within one hour of the placement of a service call.

3.5.13 Americans with Disabilities Act (ADA)

3.5.13.1 Awarded Vendors must offer devices that are ADA compliant, i.e. Hearing, Vision, and Mobility.

3.6 ENVIRONMENTAL REQUIREMENTS

3.6.1 All devices shall meet EPEAT Bronze registered standard, as stated in **Section 3.4.7.4**. Additionally, Awarded Vendors should be aware that Participating States or Entities may require environmental performance plans to be in place.

3.6.2 Awarded Vendors should have environmentally responsible policies including use of recycled material, zero carbon initiatives, zero waste initiatives, and other initiatives not previously covered.

3.6.3 Devices must use returnable, recyclable or remanufactured toner containers and

the Awarded Vendor will provide the Customer with the method to return the containers to the Awarded Vendor at no additional charge.

- 3.6.4 Device offers the use of an organic photoreceptor or, at a minimum, a photoreceptor that does not contain arsenic, cadmium or selenium.
- 3.6.5 Device uses toner that is free of carcinogenic, mutagenic or teratogenic substances.

3.7 **TECHNOLOGY REQUIREMENTS**

3.7.1 Network Connections

Device must use only one network connection to accomplish network printing and scanning.

3.7.2 Software Drivers, i.e. Print Drivers

- 3.7.2.1 All software drivers shall be at a minimum Windows 7 compliant.
- 3.7.2.2 Device must have universal software drivers.

3.7.3 Authentication and Access

- 3.7.3.1 Any network connected devices must offer authentication for all features via LDAP and/or Windows AD and the ability to disable authentication for any or all features.
- 3.7.3.2 Any network connected devices must have the ability to connect via Dynamic Host Configuration Protocol (DHCP) or Static IP address.
- 3.7.3.3 The credential information for any remote authentication method may not be maintained within the copier's memory or persistent storage.
- 3.7.3.4 Access to the device's administrative functions must be password protected as per each Participating States or Entities password requirements and must be changed from default at the time of install.
- 3.7.3.5 Customers may require the meter readings, active alerts, error codes or low consumable levels through electronic means.

3.7.4 Security

- 3.7.4.1 Device and/or software must meet at a minimum the security protocol identified in the National Institute of Standards and Technology (NIST).
- 3.7.4.2 Any device that has a hard drive must have as an available option,

the ability to encrypt any information written to a hard drive. Encryption requirements will be dictated by the Customer.

3.7.4.3 Device must undergo a Department of Defense (DoD) three-pass minimum level erasure of hard drives at end of product life, or when any hard drive leaves Customer control.

3.7.4.4 Device must have technician removable hard drives that include an obligation to leave the drive in the state’s possession at termination of the placement if so mandated by the Participating State or Entity. The Customer will have the responsibility of securely erasing or destroying the hard drive in this case.

3.7.4.5 Device must have the capability for at least a onetime overwrite after the completion of each print/scan job and a structured three (3) times overwrite DoD on a weekly off-hours (outside of Working Days, 8:00 a.m. – 5:00 p.m.) schedule.

3.7.5 Software

3.7.5.1 Software must be offered to aid in the aspects of devices as appropriate, throughout the term of the Master Agreement.

3.7.5.2 The software included in the Master Agreement shall not be utilized as a standalone imaging solution but as a means to enhance the capabilities of the devices.

4. COMPANY BACKGROUND AND REFERENCES

4.1 VENDOR INFORMATION

4.1.1 Vendors must provide a company profile in the table format below.

Question	Response
Company name:	
Ownership (sole proprietor, partnership, etc.):	
State of incorporation:	
Date of incorporation:	
# of years in business:	
List of top officers:	
Location of company headquarters:	
Location(s) of the company offices:	
Location(s) of the office that will provide the services described in this RFP:	
Number of employees locally with the expertise to support the requirements identified in this RFP:	
Number of employees nationally with the expertise to support the requirements in this RFP:	

Question	Response
Location(s) from which employees will be assigned for this project:	

4.1.2 Please be advised, pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state must register with the State of Nevada, Secretary of State’s Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.

4.1.3 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the State of Nevada, Secretary of State’s Office pursuant to NRS 76. Information regarding the Nevada Business License can be located at <http://sos.state.nv.us>.

Question	Response
Nevada Business License Number:	
Legal Entity Name:	

Is “Legal Entity Name” the same name as vendor is doing business as?

Yes		No	
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If “No”, provide explanation.

4.1.4 Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal. Proposals that do not contain the requisite licensure may be deemed non-responsive.

4.1.5 Has the vendor ever been engaged under contract by any State of Nevada agency?

Yes		No	
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If “Yes”, complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

Question	Response
Name of State agency:	
State agency contact name:	
Dates when services were performed:	
Type of duties performed:	
Total dollar value of the contract:	

4.1.6 Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?

Yes		No	
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If “Yes”, please explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?

If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person will be performing or producing the services which you will be contracted to provide under this contract, you must disclose the identity of each such person in your response to this RFP, and specify the services that each person will be expected to perform.

- 4.1.7 Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity. Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor’s ability to perform or fulfill its obligations if a contract is awarded as a result of this RFP must also be disclosed.

Does any of the above apply to your company?

Yes		No	
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If “Yes”, please provide the following information. Table can be duplicated for each issue being identified.

Question	Response	
Date of alleged contract failure or breach:		
Parties involved:		
Description of the contract failure, contract breach, or litigation, including the products or services involved:		
Amount in controversy:		
Resolution or current status of the dispute:		
If the matter has resulted in a court case:	Court	Case Number
Status of the litigation:		

- 4.1.8 Vendors must review the insurance requirements specified in **Attachment E, Insurance Schedule for RFP 3091**. Does your organization currently have or will your organization be able to provide the insurance requirements as specified in **Attachment E**.

Yes		No	
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Any exceptions and/or assumptions to the insurance requirements *must* be identified on *Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP*. Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Upon contract award, the Awarded Vendor *must* provide the Certificate of Insurance identifying the coverage as specified in *Attachment E, Insurance Schedule for RFP 3091*.

- 4.1.9 Company background/history and why vendor is qualified to provide the services described in this RFP. Limit response to no more than five (5) pages.
- 4.1.10 Length of time vendor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.
- 4.1.11 Financial information and documentation to be included in Part III, Confidential Financial Information of vendor's response in accordance with Section 9.5, Part III – Confidential Financial Information.
 - 4.1.11.1 Dun and Bradstreet Number;
 - 4.1.11.2 Federal Tax Identification Number; and
 - 4.1.11.3 The last two (2) years and current year interim:
 - A. Profit and Loss Statement
 - B. Balance Statement

4.2 SUBCONTRACTOR INFORMATION

For the purpose of this RFP and subsequent Master Agreement, Authorized Dealers are not considered Subcontractors, and therefore, are not required to provide the following information.

- 4.2.1 Does this proposal include the use of subcontractors?

Yes		No	
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If "Yes", vendor must:

- 4.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 4.2.1.2 If any tasks are to be completed by subcontractor(s), vendors must:

- A. Describe the relevant contractual arrangements;
 - B. Describe how the work of any subcontractor(s) will be supervised, channels of communication will be maintained and compliance with contract terms assured; and
 - C. Describe your previous experience with subcontractor(s).
- 4.2.1.3 Vendors must describe the methodology, processes and tools utilized for:
- A. Selecting and qualifying appropriate subcontractors for the project/contract;
 - B. Ensuring subcontractor compliance with the overall performance objectives for the project;
 - C. Ensuring that subcontractor deliverables meet the quality objectives of the project/contract; and
 - D. Providing proof of payment to any subcontractor(s) used for this project/contract, if requested by the State. Proposal should include a plan by which, at the State's request, the State will be notified of such payments.
- 4.2.1.4 Provide the same information for any proposed subcontractors as requested in **Section 4.1, Vendor Information**.
- 4.2.1.5 Business references as specified in **Section 4.3, Business References** must be provided for any proposed subcontractors.
- 4.2.1.6 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
- 4.2.1.7 Vendor must notify the user of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFP in **Section 4.2, Subcontractor Information**. The vendor must receive user approval prior to subcontractor commencing work.

4.3 **BUSINESS REFERENCES**

- 4.3.1 Vendors should provide a minimum of three (3) business references from similar projects performed for private, state and/or large local government clients within the last three (3) years.
- 4.3.2 Vendors must provide the following information for every business reference provided by the vendor and/or subcontractor:

The “Company Name” must be the name of the proposing vendor or the vendor’s proposed subcontractor.

Reference #:	
Company Name:	
<i>Identify role company will have for this RFP project (Check appropriate role below):</i>	
	VENDOR
	SUBCONTRACTOR
Project Name:	
Primary Contact Information	
Name:	
Street Address:	
City, State, Zip	
Phone, including area code:	
Facsimile, including area code:	
Email address:	
Alternate Contact Information	
Name:	
Street Address:	
City, State, Zip	
Phone, including area code:	
Facsimile, including area code:	
Email address:	
Project Information	
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	
Original Project/Contract Start Date:	
Original Project/Contract End Date:	
Original Project/Contract Value:	
Final Project/Contract Date:	
Was project/contract completed in time originally allotted, and if not, why not?	
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?	

- 4.3.3 Vendors must also submit *Attachment F, Reference Questionnaire* to the business references that are identified in *Section 4.3.2*.
- 4.3.4 The company identified as the business references must submit the Reference Questionnaire directly to the Purchasing Division.

- 4.3.5 It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the deadline as specified in **Section 8, RFP Timeline** for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.
- 4.3.6 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

4.4 **VENDOR STAFF RESUMES**

A resume must be completed for each proposed key personnel responsible for performance under any contract resulting from this RFP per **Attachment G, Proposed Staff Resume**.

5. **COST/PRICING REQUIREMENTS**

5.1 **COST/PRICING FORMAT**

- 5.1.1 Pricing for each proposed group must be provided as requested in **Attachment I**.
- 5.1.2 The Configuration Cost tab identifies common device configurations that will be used for Cost evaluation purposes only. Pricing provided in this tab will be compared with prices offered on other tabs to ensure consistency of Costs for the contract.

5.2 **DEVICE SUBMISSIONS**

Each Vendor may submit one (1) or more models per segment within this RFP. The Vendors are cautioned to select the best device within their product offering in terms of cost, technological capabilities and service that meets or exceeds the requirements within this RFP. If selected, the Awarded Vendors will have the ability to add additional devices within awarded groups, which also meet or exceed the requirements at the same or better discount from MSRP for that particular group or segment.

5.3 **DELIVERY**

- 5.3.1 Pricing must include all inside delivery, installation, connecting to existing network, initial training and removal of all waste material.
- 5.3.2 Network installation shall include configuration of the copier for the proper network protocols; and installation of the appropriate print drivers on up to five (5) computers per unit ordered.
- 5.3.3 Awarded Vendors may charge for excessive installation requirements including rigging, excessive access alterations and access to non-ground floors via stairs. Any such excessive installation charges must be quoted to the Customer prior to the signature of any lease, rental or purchase agreement and the resulting charge may not exceed this quote; but shall be based on the actual expenditures by the Awarded Vendor or Dealer.

5.4 **LEASING PROGRAMS**

5.4.1 All lease factor quotes must be quoted as a decimal multiplying factor in such a manner that the purchase price may be multiplied by the lease factor to arrive at the resulting monthly payment including any taxes that are the responsibility of the Awarded Vendors. Awarded Vendors may update all lease rates on a quarterly basis for changes in the financial markets. In order for the Awarded Vendor to alter the bid lease rates, all lease rates must be indexed against the US Daily Treasury Yield Curve Rates. An Awarded Vendor shall update its dedicated contract website to reflect this change. Yield Curve Rates with a fixed margin as of the last publishing date of each Calendar Quarter (as published at <http://www.ustreas.gov/offices/domestic-finance/debt-management/interest-rate/yield.shtml>). The Lead State Contract Administrator and the Participating State Contract Administrator must be notified of such changes 30 days prior to the inception of any rate changes. The Vendor must, within their RFP response, describe:

- 5.4.1.1 The margin from the Daily Treasury Yield Curve Rates;
- 5.4.1.2 The methodology for arriving at the lease rates from the margined rated; and
- 5.4.1.3 The methodology for determining the base rate for non-published leasing and rental terms (i.e. 48 months).

5.4.2 **Leasing, Rentals and Short-Term Rentals**

Awarded Vendors shall offer, according to each Participating Addendum, a minimum of the following financial vehicles, as defined within the resulting Contract at the following terms:

Financial Vehicle	Standard Terms Offered
Fair Market Value Lease Operational Lease Non-Cancelable Rental Capital Lease	36, 48, 60 Months
Cancelable Rental	24, 36 Months
Short Term Rental	Up to 18 months

- 5.4.2.1 Awarded Vendors must offer coterminous lease and rental terms between the lowest and the highest terms defined above.
- 5.4.2.2 Short-Term Rentals of devices may be put in place for a term not to exceed 18 months. Extensions may be granted by the Participating State Contract Administrator for periods up to six months and must be requested in writing 30 days prior to expiration.
- 5.4.2.3 Leases may be bought out and devices returned to the owning lessor, although operational, non-cancelable rentals and capital leases will be subject to a termination charge. The termination charge may not

exceed the balance of lease payments and may not exceed more than four (4) month service and supply base or 25% of the remaining term, whichever is less.

- 5.4.2.4 All Cancelable rentals may be canceled upon 30 days written notice to the Awarded Vendors at any point during the lease or rental term. The Awarded Vendors may assess a penalty of no more than four (4) monthly lease/rental payments that are not to include service or supply base commitments for the cancelation of a cancelable rental. Such cancelation will be subject to review and approval by the Participating State Contract Administrator.
- 5.4.2.5 Cost-per-Copy programs may be allowed at Customers request. Cost-per-Copy is not required to be offered by Awarded Vendors and will not be evaluated in Vendor's response.
- A. Pricing methodology must be disclosed to Customer and must define included services, supplies, maintenance, device and software into one cost per impression.
 - B. Scans on multifunctional devices are not included in the cost-per-copy calculation.
 - C. No minimums or monthly fees shall be applicable for this pricing model; tiered pricing may be used.
 - D. This type of program should be specifically addressed in the Participating Entities PA.
- 5.4.2.6 Accessories or software related to or attached to a particular machine, the term must end with the original asset's term.
- 5.4.2.7 Awarded Vendors must offer coterminous leases for future needs, which would allow the Customer to add additional accessories, devices or software that terminates at the same point as current lease.
- 5.4.2.8 Awarded Vendors, under this RFP and subsequent Master Agreement, may assign the leases produced under this contract; but the obligations, terms and conditions may not be altered and shall remain with the Awarded Vendor.
- 5.4.2.9 The Awarded Vendor may offer to Customers an upgrade/downgrade option for device placed. Such upgrade/downgrade options must afford a Customer the option of upgrading or downgrading a portion of device under a lease or rental without penalty.
- 5.4.2.10 Awarded Vendors must offer at a Customer's request, various terms for the reconciliation of overage charges. The terms for the

reconciliation may be monthly, quarterly or annually.

5.4.2.11 No termination charges shall be applicable in the case of non-appropriations of funds.

5.4.3 Service and Supplies Inclusions

5.4.3.1 Initial one-hour training must be included upon device placement. Pricing for additional training may be offered in one-hour increments on a per hour basis. Customers may elect to divide the training into multiple sessions over an extended period of time with a minimum training time division of one hour increments.

5.4.3.2 Supplies pricing shall include all parts, supplies and consumables with the exception of paper and staples.

5.4.3.3 Service pricing must include technician installed parts with the exception of paper, staples and toner.

5.4.3.4 Awarded Vendors must perform all preventative maintenance services at the manufacturer's suggested intervals.

5.4.3.5 All 11" x 17" impressions must be counted as one impression per side.

5.4.3.6 Awarded Vendors must not charge for a scan on multifunctional devices.

5.4.3.7 There must not be more than one bundled cost per impression for color impressions, regardless of the number of colors (i.e. a higher charge for 3 colors than for 2 colors).

5.4.3.8 Awarded Vendors may include a base number of impressions in order to achieve a lower cost per impression. Any such inclusion programs must be listed as an optional pricing program and all Awarded Vendors must offer a "zero base" cost per impression program for service and supplies.

5.4.3.9 Awarded Vendors may charge for device moves. Such charges must be in the format listed below according to the distance from the original placement:

Move Zone	Distance from the Original Device Placement	Allowable Charge Format
Zone 1	100 Yards or less; or within the same building	No Charge Allowed
Zone 2	Between Zone 1 and 50 miles.	Flat Fee
Zone 3	Outside of Zone 2	Per mile fee

5.4.4 Service Programs

- 5.4.4.1 Awarded Vendors may provide different rates for each of the three (3) Service Zones for services. These rates will remain firm throughout the term of the Master Agreement; unless specified in a Participating Addendum.
- 5.4.4.2 Awarded Vendors must produce and maintain a list of the defined Service Zones for each Participating State or Entity; updates must be provided when changes are made.
- 5.4.5 Software
 - 5.4.5.1 Software costs shall be inclusive of all installation costs, initial training and onsite installation required by the manufacturer. In the event that a Customer requires customizations and/or installation above the requirements, the Awarded Vendor must disclose these additional costs, including travel and per diem costs, to the Customer prior to the completion of a purchase, lease or rental agreement.
 - 5.4.5.2 Software maintenance costs shall be inclusive of available software patches and updates.
- 5.4.6 Hard Drive Removal

Vendors must propose fixed price for a technician to remove and surrender hard drive at the term of the lease or rental, when so mandated by the Customer. The Awarded Vendor must disclose this additional cost to the Customer prior to the completion of a lease or rental agreement.
- 5.4.7 Special Promotions
 - 5.4.7.1 Awarded Vendors may offer discounted special pricing, promotional discounts, volume discounts, location customer specific, customer specific or spot discounts.
 - 5.4.7.2 The Awarded Vendors must notify the Participating State Contract Administrator of the special promotion or pricing.
 - 5.4.7.3 Awarded Vendors may offer E-Rate pricing, if requested by Customer.

6. FINANCIAL

6.1 PAYMENT

- 6.1.1 Upon review and acceptance by the State, payments for invoices are normally made within 30 - 45 days of receipt, providing all required information, documents and/or attachments have been received.

6.1.2 Pursuant to NRS 227.185 and NRS 333.450, the State shall pay claims for supplies, materials, devices and services purchased under the provisions of this RFP electronically, unless determined by the State Controller that the electronic payment would cause the payee to suffer undue hardship or extreme inconvenience.

6.1.3 Purchasing Card Acceptance

In an effort to streamline the purchasing and payment process, Participating States may use state contracted purchasing cards to facilitate small dollar purchases. While at the present time it is not mandatory that contractors accept credit card purchases; contractors are encouraged to consider this alternate payment process.

Purchasing (Credit) Cards accepted: Yes _____ No _____

6.2 **BILLING**

6.2.1 Payments will not be issued prior to receipt of goods or services, unless outlined in the PA.

6.2.2 The Awarded Vendor must bill the Customer as outlined in the approved PA, agreement and/or payment schedule.

6.2.3 The Awarded Vendor shall have the ability to centralize all billing should any Customer choose such an option; or to alternately perform the billing through the dealers for all items under contract.

6.2.4 Vendors may propose an alternative payment option. Alternative payment options must be listed on *Attachment J, Cost Proposal Certification of Compliance with Terms and Conditions of the RFP*. Alternative payment options will be considered if deemed in the best interest of the State, project or service solicited herein.

7. **WRITTEN QUESTIONS AND ANSWERS**

In lieu of a pre-proposal conference, the Purchasing Division will accept questions and/or comments in writing, received by email regarding this RFP.

7.1 **FIRST SET OF QUESTIONS AND ANSWERS**

7.1.1 The RFP Question Submittal Form is located on the Services RFP/RFQ Opportunities webpage at <http://purchasing.state.nv.us/services/sdocs.htm>. Select this RFP number and the “Question” link.

7.1.2 The deadline for submitting questions is as specified in *Section 8, RFP Timeline*.

7.1.3 All questions and/or comments will be addressed in writing and responses emailed or faxed to prospective vendors on or about the date specified in *Section 8, RFP Timeline*.

7.1.4 Dealers must direct all questions through the Manufacturer(s).

7.2 SECOND SET OF QUESTIONS AND ANSWERS

Additional questions may be submitted via email by the date specified in *Section 8, RFP Timeline* and according to the process identified in *Section 7.1.1 through Section 7.1.4*.

8. RFP TIMELINE

The following represents the proposed timeline for this project. All times stated are Pacific Time (PT). These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time. The State also reserves the right to forego vendor presentations and select vendor(s) based on the written proposals submitted.

Task	Date/Time
Deadline for submitting first set of questions	06/30/2014 @ 2:00 PM
Answers posted to website	On or about 07/16/2014
Deadline for submitting second set of questions	07/23/2014 @ 2:00 PM
Answers posted to website	On or about 07/30/2014
Deadline for submittal of Reference Questionnaires	No later than 4:30 PM on 08/19/2014
Deadline for submission and opening of proposals	No later than 2:00 PM on 08/20/2014
Evaluation period (approximate time frame)	08/21/2014 – 09/26/2014
Vendor Presentations (approximate time frame)	10/20/2014 – 10/24/2014
Selection of vendors	On or about 10/27/2014
Contract start date (contingent upon Board approval)	12/01/2014

9. PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

9.1 GENERAL SUBMISSION REQUIREMENTS

Vendors' proposals must be packaged and submitted in counterparts; therefore, vendors must pay close attention to the submission requirements. Proposals will have a technical response, which may be composed of two (2) parts in the event a vendor determines that a portion of their technical response qualifies as "confidential" as defined within *Section 2, Acronyms/Definitions*.

If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with *Section 9.3, Part I B – Confidential Technical and Section 9.5, Part III Confidential Financial Information*. Specific references made to the tab, page, section and/or paragraph where the confidential information can be located must be identified on *Attachment A, Confidentiality and Certification of Indemnification* and comply with the requirements stated in *Section 9.6, Confidentiality of Proposals*.

The remaining section is the Cost Proposal. Vendors may submit their proposal broken out into the three (3) sections required, or four (4) sections if confidential technical information is included, in a single box or package for shipping purposes.

The required CDs must contain information as specified in *Section 9.6.4*.

Detailed instructions on proposal submission and packaging follows and vendors must submit their proposals as identified in the following sections. Proposals and CDs that do not comply with the following requirements may be deemed non-responsive and rejected at the State's discretion.

- 9.1.1 All information is to be completed as requested.
- 9.1.2 Each section within the technical proposal and cost proposal must be separated by clearly marked tabs with the appropriate section number and title as specified.
- 9.1.3 Although it is a public opening, only the names of the vendors submitting proposals will be announced per NRS 333.335(6). Technical and cost details about proposals submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the Purchasing Division designee as soon as possible and at least two (2) days in advance of the opening.
- 9.1.4 If discrepancies are found between two (2) or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one (1) copy of the proposal is not clearly marked "MASTER," the State may reject the proposal. However, the State may at its sole option, select one (1) copy to be used as the master.
- 9.1.5 For ease of evaluation, the proposal must be presented in a format that corresponds to and references sections outlined within this RFP and must be presented in the same order. Written responses must be in *bold/italics* and placed immediately following the applicable RFP question, statement and/or section. Exceptions/assumptions to this may be considered during the evaluation process.
- 9.1.6 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

Unnecessarily elaborate responses beyond what is sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the proposer's lack of environmental and cost consciousness. Unless specifically requested in this RFP, elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

The State of Nevada, in its continuing efforts to reduce solid waste and to further recycling efforts requests that proposals, to the extent possible and practical:

- 9.1.6.1 Be submitted on recycled paper;
 - 9.1.6.2 Not include pages of unnecessary advertising;
 - 9.1.6.3 Be printed on both sides of each sheet of paper; and
 - 9.1.6.4 Be contained in re-usable binders or binder clips as opposed to spiral or glued bindings.
- 9.1.7 For purposes of addressing questions concerning this RFP, the sole contact will be the Purchasing Division as specified on Page 1 of this RFP. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal per NAC 333.155(3). This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
- 9.1.8 Any vendor who believes proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Purchasing Division. To be considered, a request for review must be received no later than the deadline for submission of questions.

The Purchasing Division shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP.

Administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.

- 9.1.9 If a vendor changes any material RFP language, vendor's response may be deemed non-responsive per NRS 333.311.

9.2 **PART IA – TECHNICAL PROPOSAL**

- 9.2.1 The technical proposal must include:
- 9.2.1.1 One (1) original marked “MASTER”; and
 - 9.2.1.2 One (1) identical copy.
- 9.2.2 The technical proposal *must not include* confidential technical information (refer to **Section 9.3, Part IB, Confidential Technical**) or cost and/or pricing information. Cost and/or pricing information contained in the technical proposal may cause the proposal to be rejected.

9.2.3 Format and Content

9.2.3.1 Tab I – Title Page

The title page must include the following:

Part IA – Technical Proposal	
RFP Title:	Copiers, Printers and Related Devices
RFP:	3091
Vendor Name:	
Address:	
Proposal Opening Date:	August 20, 2014
Proposal Opening Time:	2:00 PM

9.2.3.2 Tab II – Table of Contents

An accurate and updated table of contents must be provided.

9.2.3.3 Tab III – Vendor Information Sheet

The vendor information sheet completed with an original signature by an individual authorized to bind the organization must be included in this tab.

9.2.3.4 Tab IV – State Documents

The State documents tab must include the following:

- A. The signature page from all amendments with an original signature by an individual authorized to bind the organization.
- B. **Attachment A** – Confidentiality and Certification of Indemnification with an original signature by an individual authorized to bind the organization.
- C. **Attachment C** – Vendor Certifications with an original signature by an individual authorized to bind the organization.
- D. **Attachment K** – Certification Regarding Lobbying with an original signature by an individual authorized to bind the organization.
- E. Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.
- F. Copies of applicable certifications and/or licenses.

9.2.3.5 Tab V - **Attachment B**, Technical Proposal Certification of Compliance with Terms and Conditions of RFP

- A. **Attachment B** with an original signature by an individual authorized to bind the organization must be included in this tab.
- B. If the exception and/or assumption require a change in the terms or wording of any section of the RFP, the contract, or any incorporated documents, vendors **must** provide the specific language that is being proposed on **Attachment B**.
- C. Only technical exceptions and/or assumptions should be identified on **Attachment B**.
- D. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. If vendors do not specify any exceptions and/or assumptions in detail at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

9.2.3.6 Tab VI – Section 3 – Scope of Work

Vendors must place their written response(s) in **bold/italics** immediately following the applicable RFP question, statement and/or section.

9.2.3.7 Tab VII– Section 4 – Company Background and References

Vendors must place their written response(s) in **bold/italics** immediately following the applicable RFP question, statement and/or section. This section must also include the requested information in **Section 4.2, Subcontractor Information**, if applicable.

9.2.3.8 Tab VIII – Attachment G – Proposed Staff Resume

- A. Vendors must include all proposed staff resumes per **Section 4.4, Vendor Staff Resumes** in this section.
- B. This section should also include any subcontractor proposed staff resumes, if applicable.

9.2.3.9 Tab IX – Other Informational Material

Vendors must include any other applicable reference material in this section clearly cross referenced with the proposal.

9.3 **PART IB – CONFIDENTIAL TECHNICAL PROPOSAL**

- 9.3.1 Vendors only need to submit Part IB if the proposal includes any confidential technical information (*Refer to Attachment A, Confidentiality and Certification of Indemnification*).

9.3.2 The confidential technical proposal must include:

- 9.3.2.1 One (1) original marked “MASTER”; and
- 9.3.2.2 One (1) identical copy.

9.3.3 Format and Content

9.3.3.1 Tab I – Title Page

The title page must include the following:

Part IB – Confidential Technical Proposal	
RFP Title:	Copiers, Printers and Related Devices
RFP:	3091
Vendor Name:	
Address:	
Proposal Opening Date:	August 20, 2014
Proposal Opening Time:	2:00 PM

9.3.3.2 Tabs – Confidential Technical

Vendors must have tabs in the confidential technical information that cross reference back to the technical proposal, as applicable.

9.4 PART II – COST PROPOSAL

9.4.1 The cost proposal must include:

- 9.4.1.1 One (1) original marked “MASTER”; and
- 9.4.1.2 One (1) identical copy.

9.4.2 The cost proposal must not be marked “confidential”. Only information that is deemed proprietary per NRS 333.020(5)(a) may be marked as “confidential”.

9.4.3 Format and Content

9.4.3.1 Tab I – Title Page

The title page must include the following:

Part II – Cost Proposal	
RFP Title:	Copiers, Printers and Related Devices
RFP:	3091
Vendor Name:	
Address:	
Proposal Opening Date:	August 20, 2014
Proposal Opening Time:	2:00 PM

9.4.3.2 Tab II – Cost Proposal

Vendor’s response for the cost proposal must be included in this tab.

9.4.3.3 Tab III – Attachment J, Cost Proposal Certification of Compliance with Terms and Conditions of RFP

- A. **Attachment J** with an original signature by an individual authorized to bind the organization must be included in this tab.
- B. In order for any cost exceptions and/or assumptions to be considered, vendors **must** provide the specific language that is being proposed in **Attachment J**.
- C. Only cost exceptions and/or assumptions should be identified on **Attachment J**.
- D. **Do not restate** the technical exceptions and/or assumptions on this form.
- E. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. If vendors do not specify any exceptions and/or assumptions in detail at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

9.5 **PART III – CONFIDENTIAL FINANCIAL INFORMATION**

9.5.1 The confidential financial information part must include:

- 9.5.1.1 One (1) original marked “MASTER”; and
- 9.5.1.2 One (1) identical copy.

9.5.2 Format and Content

9.5.2.1 Tab I – Title Page

The title page must include the following:

Part III – Confidential Financial Information	
RFP Title:	Copiers, Printers and Related Devices
RFP:	3091
Vendor Name:	
Address:	
Proposal Opening Date:	August 20, 2014
Proposal Opening Time:	2:00 PM

9.5.2.2 Tab II – Financial Information and Documentation

Vendors must place the information required per *Section 4.1.11* in this tab.

9.6 CONFIDENTIALITY OF PROPOSALS

9.6.1 As a potential contractor of a public entity, vendors are advised that full disclosure is required by law.

9.6.2 Vendors are required to submit written documentation in accordance with *Attachment A, Confidentiality and Certification of Indemnification* demonstrating the material within the proposal marked “confidential” conforms to NRS §333.333, which states “Only specific parts of the proposal may be labeled a “trade secret” as defined in NRS §600A.030(5)”. Not conforming to these requirements will cause your proposal to be deemed non-compliant and will not be accepted by the State of Nevada.

9.6.3 Vendors acknowledge that material not marked as “confidential” will become public record upon contract award.

9.6.4 The required CDs must contain the following:

9.6.4.1 One (1) “**Master**” CD with exact duplicates of Part IA - Technical, Part IB - Confidential Technical and Part II - Cost proposal contents only.

A. The electronic files must follow the format and content section for the technical, confidential technical and cost proposal.

B. The CD must be packaged in a case and clearly labeled as follows:

Master CD	
RFP No:	3091
Vendor Name:	
Contents:	Part IA – Technical Proposal Part IB – Confidential Technical Proposal Part II – Cost Proposal

9.6.4.2 One (1) “**Confidential Financial**” CD with an exact duplicate of the confidential financial information contents only.

A. The electronic files must follow the format and content section for the confidential financial information contents.

B. The CD must be packaged in a case and clearly labeled as follows:

Confidential Financial CD	
RFP No:	3091
Vendor Name:	
Contents:	Part III – Confidential Financial Information

- 9.6.4.3 One (1) “**Public Records CD**” which must include the technical and cost proposal contents to be used for public records requests.
- A. This CD **must not** contain any confidential or proprietary information.
 - B. The electronic files must follow the format and content section for the redacted versions of the technical and cost proposal.
 - C. All electronic files **must** be saved in “PDF” format with Optical Character Recognition (OCR) capabilities, with one file named Part IA – Technical Proposal and one (1) file named part II – Cost Proposal.
 - D. The CD must be packaged in a case and clearly labeled as follows:

Public Records CD	
RFP No:	3091
Vendor Name:	
Contents:	Part IA – Technical Proposal for Public Records Request Part II – Cost Proposal for Public Records Request

- 9.6.5 The Public Records submitted on the CD will be posted to the Purchasing Website upon the Notice of Award.
- 9.6.6 It is the vendor’s responsibility to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation.
- 9.6.7 Failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by release of said information.

9.7 PROPOSAL PACKAGING

- 9.7.1 If the separately sealed technical and cost proposals as well as confidential technical information and financial documentation, marked as required, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked as follows:
- 9.7.2 Vendors are encouraged to utilize the copy/paste feature of word processing software to replicate these labels for ease and accuracy of proposal packaging.

Shannon Berry
State of Nevada, Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701

RFP:	3091
PROPOSAL OPENING DATE:	August 20, 2014
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Copiers, Printer and Related Devices
VENDOR'S NAME:	

- 9.7.3 Proposals must be received at the address referenced below no later than the date and time specified in *Section 8, RFP Timeline*. Proposals that do not arrive by proposal opening time and date will not be accepted. Vendors may submit their proposal any time prior to the above stated deadline.
- 9.7.4 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared.
- 9.7.5 Email, facsimile, or telephone proposals will NOT be considered; however, at the State's discretion, the proposal may be submitted all or in part on electronic media, as requested within the RFP document. Proposal may be modified by email, facsimile, or written notice provided such notice is received prior to the opening of the proposals.
- 9.7.6 The technical proposal shall be submitted to the State in a sealed package and be clearly marked as follows:

Shannon Berry State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3091
PROPOSAL COMPONENT:	PART I A – TECHNICAL PROPOSAL
PROPOSAL OPENING DATE:	August 20, 2014
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Copiers, Printer and Related Devices
VENDOR'S NAME:	

- 9.7.7 If applicable, confidential technical information shall be submitted to the State in a sealed package and be clearly marked as follows:

Shannon Berry State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3091
PROPOSAL COMPONENT:	PART I B – CONFIDENTIAL TECHNICAL PROPOSAL
PROPOSAL OPENING DATE:	August 20, 2014
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Copiers, Printer and Related Devices
VENDOR'S NAME:	

- 9.7.8 The cost proposal shall be submitted to the State in a sealed package and be clearly marked as follows:

Shannon Berry State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3091
PROPOSAL COMPONENT:	PART II – COST PROPOSAL
PROPOSAL OPENING DATE:	August 20, 2014
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Copiers, Printer and Related Devices
VENDOR’S NAME:	

- 9.7.9 Confidential financial information shall be submitted to the State in a sealed package and be clearly marked as follows:

Shannon Berry State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3091
PROPOSAL COMPONENT:	PART III - CONFIDENTIAL FINANCIAL INFORMATION
PROPOSAL OPENING DATE:	August 20, 2014
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Copiers, Printer and Related Devices
VENDOR’S NAME:	

- 9.7.10 The CDs shall be submitted to the State in a sealed package and be clearly marked as follows:

Shannon Berry State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3091
PROPOSAL COMPONENT:	CDs
PROPOSAL OPENING DATE:	August 20, 2014
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Copiers, Printer and Related Devices
VENDOR’S NAME:	

10. PROPOSAL EVALUATION AND AWARD PROCESS

The information in this section does not need to be returned with the vendor’s proposal.

- 10.1 Proposals shall be consistently evaluated and scored in accordance with NRS 333.335(3) based upon the following criteria:

- 10.1.1 Demonstrated competence and ability to service the contract;
- 10.1.2 Technological merits;
- 10.1.3 Environmental responsibilities;
- 10.1.4 Experience in performance of comparable engagements and availability of key personnel;
- 10.1.5 Conformance with the requirements, terms and conditions of this RFP;
- 10.1.6 Reasonableness of Cost; and
- 10.1.7 Presentations
 - 10.1.7.1 Following the evaluation and scoring process specified above, the State may require vendors to make a presentation of their proposal to the evaluation committee.
 - 10.1.7.2 The State, at its option, may limit participation in vendor presentations to the highest ranking vendors.
 - 10.1.7.3 The State reserves the right to forego vendor presentations and select vendor(s) based on the written proposals submitted.

Note: Financial stability will be scored on a pass/fail basis.

Proposals shall be kept confidential until a contract is awarded.

- 10.2 The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the State of Nevada per NRS 333.335(5).
- 10.3 Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. See generally, NRS 333.335.
- 10.4 Clarification discussions may, at the State's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive per NAC 333.165. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions

and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors. Any modifications made to the original proposal during the best and final negotiations will be included as part of the contract.

- 10.5 A Notification of Intent to Award shall be issued in accordance with NAC 333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board of Examiners, when required. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFP.
- 10.6 Any Master Agreement resulting from this RFP shall not be effective unless and until approved by the Lead State on behalf of WSCA-NASPO.

11. **TERMS AND CONDITIONS**

11.1 **PROCUREMENT AND PROPOSAL TERMS AND CONDITIONS**

*The information in this section does not need to be returned with the vendor's proposal. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on **Attachment B, Technical Proposal Certification of Compliance**. In order for any exceptions and/or assumptions to be considered they MUST be documented in **Attachment B**. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.*

- 11.1.1 This procurement is being conducted in accordance with NRS Chapter 333 and NAC Chapter 333.
- 11.1.2 The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- 11.1.3 The State reserves the right to waive informalities and minor irregularities in proposals received.
- 11.1.4 For ease of responding to the RFP, vendors are encouraged to download the RFP from the Purchasing Division's website at <http://purchasing.state.nv.us>.
- 11.1.5 The failure to separately package and clearly mark *Part I B and Part III* – which contains confidential information, trade secrets and/or proprietary information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.
- 11.1.6 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements and lease purchase agreements. The omission of these documents renders a proposal non-responsive.

- 11.1.7 The State reserves the right to reject any or all proposals received prior to contract award (NRS 333.350).
- 11.1.8 The State shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS 333.335).
- 11.1.9 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 11.1.10 A description of how any and all services and/or devices will be used to meet the requirements of this RFP shall be given, in detail, along with any additional informational documents that are appropriately marked.
- 11.1.11 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 11.1.12 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 11.1.13 Proposals from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter 281 and NRS Chapter 284.
- 11.1.14 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS 333.350(3).
- 11.1.15 Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.
- 11.1.16 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposal or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
- 11.1.17 Proposals submitted per proposal submission requirements become the property of the State, selection or rejection does not affect this right; proposals will be returned only at the State's option and at the vendor's request and expense. The masters of the technical proposal, confidential technical proposal, cost proposal and confidential financial information of each response shall be retained for official files.

11.1.18 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.

11.1.19 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and Chapter 333 of the Nevada Administrative Code.

11.2 CONTRACT TERMS AND CONDITIONS

*The information in this section does not need to be returned with the vendor's proposal. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on **Attachment B, Technical Proposal Certification of Compliance**. In order for any exceptions and/or assumptions to be considered they MUST be documented in **Attachment B**. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.*

11.2.1 The Awarded Vendor will be the sole point of contact responsibility. The State will look solely to the Awarded Vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the Awarded Vendor shall not be relieved for the non-performance of any Authorized Dealers and/or all Subcontractors.

11.2.2 The Awarded Vendor must maintain, for the duration of its contract, insurance coverage as set forth in the Insurance Schedule of the contract form appended to this RFP. Work on the Master Agreement shall not begin until after the Awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

11.2.3 The State will not be liable for Federal, State, or Local excise taxes per NRS 372.325.

11.2.4 **Attachment B and Attachment J** of this RFP shall constitute an agreement to *all* terms and conditions specified in the RFP, except such terms and conditions that the vendor expressly excludes. Exceptions and assumptions will be taken into consideration as part of the evaluation process; however, vendors *must* be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

11.2.5 The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, any modifications and clarifications to the Awarded Vendor's proposal, the RFP, and the Awarded Vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

- 11.2.6 Local governments (as defined in NRS 332.015) are intended third party beneficiaries of any contract resulting from this RFP and any local government may join or use any contract resulting from this RFP subject to all terms and conditions thereof pursuant to NRS 332.195. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.
- 11.2.7 Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.
- 11.2.8 Pursuant to NRS Chapter 613 in connection with the performance of work under this contract, the contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation apprenticeship.

The contractor further agrees to insert this provision in all subcontracts, hereunder, except subcontracts for standard commercial supplies or raw materials.

- 11.2.9 In accordance with NRS 333.4611, the State of Nevada Purchasing Division shall require the purchase of new appliances, equipment, lighting and other devices that use electricity, natural gas, propane or oil, have received the Energy Star label pursuant to the program established pursuant to 42 U.S.C. 6294a or its successor, or meet the requirements established pursuant to 48 C.F.R. 23.203. These standards do not apply insofar as: (a) No items in a given class have been evaluated to determine whether they are eligible to receive the Energy Start label or have been designated by the Federal Government to meet the requirements established pursuant to 48 C.F.R. 23.302; or (b) The purchase of these items that have received the Energy Star label would not be cost-effective in an individual instance, comparing the cost of the items to the cost of the amount of energy that will be saved over the useful life of the item.

11.3 PROJECT TERMS AND CONDITIONS

*The information in this section does not need to be returned with the vendor's proposal. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on **Attachment B, Technical Proposal Certification of Compliance**. In order for any exceptions and/or assumptions to be considered they MUST be documented in **Attachment B**. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.*

- 11.3.1 WSCA-NASPO Master Agreement Statement of Compliance

WSCA-NASPO Master Agreement(s) resulting from this RFP will constitute the final agreement except for negotiated terms and conditions specific to a Participating Entity's Participating Addendum.

The Master Agreement will include, but not be limited to, the WSCA-NASPO Standard Terms and Conditions in *Attachment D* and Lead State specific terms and conditions required to execute a master agreement, the scope of work (RFP #3091 and all amendments) and the Awarded Vendors Proposal.

11.3.2 WSCA-NASPO Administrative Fee and Reporting Requirements

To be eligible for award, the Vendor agrees to pay a WSCA-NASPO administrative fee as specified in Section 26 of the WSCA-NASPO Master Agreement Terms and Conditions. Moreover, specific summary and detailed usage reporting requirements are prescribed by Section 27 of WSCA-NASPO Master Agreement Terms and Conditions.

Vendors shall identify the person responsible for providing the mandatory usage reports. (This information must be kept current during the contract period) Contractor will be required to provide reporting contact within 15 days of Master Agreement execution.

11.3.3 WSCA-NASPO eMarket Center

To be eligible for award, the Vendor agrees, by submission of a Proposal, to cooperate with WSCA-NASPO and SciQuest (and any authorized agent or successor entity to SciQuest) with uploading a hosted catalog or integrating a punchout site. Refer to *Attachment D*, Section 36, WSCA-NASPO Master Agreement Terms and Conditions for the prescribed requirements.

11.3.4 Participating State Terms and Conditions

As a courtesy to Vendors, some Participating State specific Terms and Conditions are provided in Attachments to this solicitation. These are **for informational purposes only** and will be negotiated with individual Participating States after award of the Master Agreement. Each State reserves the right to negotiate additional terms and conditions in its Participating Addendums. Vendors shall submit a statement that they understand they may be required to negotiate these additional terms and conditions when executing a Participating Addendum.

11.3.5 Award of Related Contracts

11.3.5.1 The State or Participating State may undertake or award supplemental contracts for work related to this project or any portion thereof. The contractor shall be bound to cooperate fully with such other contractors and the State or Participating State in all cases.

11.3.5.2 All subcontractors shall be required to abide by this provision as a condition of the contract between the subcontractor and the prime contractor.

11.3.6 Products and/or Alternatives

11.3.6.1 The vendor shall not propose an alternative that would require the State or Participating State to acquire hardware or software or change processes in order to function properly on the vendor's system unless vendor included a clear description of such proposed alternatives and clearly mark any descriptive material to show the proposed alternative.

11.3.6.2 An acceptable alternative is one the State or Participating State considers satisfactory in meeting the requirements of this RFP.

11.3.6.3 The State or Participating State, at its sole discretion, will determine if the proposed alternative meets the intent of the original RFP requirement.

11.3.7 State Owned Property

The awarded vendor shall be responsible for the proper custody and care of any State or Participating State owned property furnished by the State or Participating State for use in connection with the performance of the contract and will reimburse the State or Participating State for any loss or damage.

11.3.8 Inspection/Acceptance of Work

11.3.8.1 It is expressly understood and agreed all work done by the contractor shall be subject to inspection and acceptance by the State or Participating State.

11.3.8.2 Any progress inspections and approval by the State or Participating State of any item of work shall not forfeit the right of the State or Participating State to require the correction of any faulty workmanship or material at any time during the course of the work and warranty period thereafter, although previously approved by oversight.

11.3.8.3 Nothing contained herein shall relieve the contractor of the responsibility for proper installation and maintenance of the work, materials and equipment required under the terms of the contract until all work has been completed and accepted by the State or Participating State.

11.3.9 Completion of Work and End of Term

11.3.9.1 Prior to completion of all work, the contractor shall remove from the premises all equipment and materials belonging to the contractor. Upon completion of the work, the contractor shall leave the site in a clean and neat condition satisfactory to the State.

- 11.3.9.2 Contractor will be responsible for the coordination and any costs for the removal of equipment and materials at the end of term.

11.3.10 Right to Publish

- 11.3.10.1 All requests for the publication or release of any information pertaining to this RFP and any subsequent contract must be in writing and sent to the Administrator of the Nevada State Purchasing Division or designee.
- 11.3.10.2 No announcement concerning the award of a contract as a result of this RFP can be made without prior written approval of the Administrator of the Nevada State Purchasing Division or designee.
- 11.3.10.3 As a result of the selection of the contractor to supply the requested services, the State is neither endorsing nor suggesting the contractor is the best or only solution.
- 11.3.10.4 The contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of any State facility, except with the specific advance written authorization of the Administrator of the Nevada State Purchasing Division or designee.
- 11.3.10.5 Throughout the term of the contract, the contractor must secure the written approval of the State per **Section 11.3.10.2** prior to the release of any information pertaining to work or activities covered by the contract.

11.3.11 Protection of Sensitive Information

Protection of sensitive information will include the following:

- 11.3.11.1 Sensitive information in existing legacy applications will encrypt data as is practical.
- 11.3.11.2 Confidential Personal Data will be encrypted whenever possible.
- 11.3.11.3 Sensitive Data will be encrypted in all newly developed applications.

11.4 TERMS AND CONDITIONS FOR GOODS

*The information in this section does not need to be returned with the vendor's proposal. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on **Attachment B, Technical Proposal Certification of Compliance**. In order for any exceptions and/or assumptions to be considered they MUST be documented in **Attachment B**. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.*

11.4.1 Express Warranties

For the period specified on the face of the Contract, Contractor warrants and represents each of the following with respect to any goods provided under the Contract, except as otherwise provided on incorporated attachments:

11.4.1.1 Fitness for Particular Purpose

The goods shall be fit and sufficient for the particular purpose set forth in the RFP or other solicitation documents.

11.4.1.2 Fitness for Ordinary Use

The goods shall be fit for the purpose for which goods of a like nature are ordinarily intended, it being understood that the purpose for the goods covered by the Contract are ordinarily intended is general government administration and operations.

11.4.1.3 Merchantable, Good Quality, No Defects

The goods shall be merchantable, of good quality, and free from defects, whether patent or latent, in material and workmanship.

11.4.1.4 Uniformity

The goods shall be without variation, and shall be of uniform kind, quality, and quantity within each unit and among all units.

11.4.1.5 Packaging and Labels

The goods shall be contained, packaged, and labeled so as to satisfy all legal and commercial requirements applicable to use by a government agency, including without limitation, OSHA material safety data sheets and shall conform to all statements made on the label.

11.4.1.6 Full Warranty

The foregoing warranties are "full" warranties within the meaning of the Magnuson-Moss Warranty - Federal Trade Commission Improvement Act, 15 U.S.C. § 2301 et seq., and implementing regulations 16 C.F.R. pts. 700-703, if applicable to this transaction.

11.4.1.7 Title

Contractor has exclusive title to the goods and shall deliver the goods to the State free and clear of all liens, encumbrances, and security interests. If the Contract causes title to vest in the State, the

State hereby grants a security interest in the goods to Contractor under the terms set forth in the Contract.

11.4.2 Software and/or Hardware Warranties

If the goods include software and/or hardware, the following warranties shall apply in addition to the express warranties set forth above.

11.4.2.1 Software Warranty

Contractor/licensor warrants that for the period specified in the incorporated attachments:

- A. Under normal use and service, the media on which the licensed software is delivered shall be free from defects in material and workmanship. If the licensed product fails to meet the media warranty, and the State as licensee gives licensor written notice thereof during the applicable warranty period, licensor shall replace such media.
- B. The licensed product will meet licensor's published specifications therefore in effect on the effective date of the Contract. If the licensed product fails to meet the warranty and licensee gives licensor written notice thereof, licensor shall correct the failure, provided that licensee gives licensor detailed information regarding such failure. However, licensor shall not be liable to licensee for the warranty provided herein if (1) unanticipated or unauthorized modifications are made to the licensed product by someone other than licensor, or (2) the media for the licensed product is subject to misuse or abuse.

11.4.2.2 Hardware Warranty

Contractor warrants that, under normal use and service, the hardware and spare parts purchased from Contractor shall be free from defects in material and workmanship, and will meet the Contractor's then current published specifications therefore. If hardware warranted hereunder fails to meet the warranties herein and the State gives Contractor written notice thereof during the applicable warranty period, Contractor's sole obligation shall be to correct the failure by repair, replacement, or adjustment. However, Contractor shall not be liable hereunder if:

- A. Unanticipated or unauthorized modifications are made to the hardware by someone other than Contractor;
- B. Attachments, features or devices are employed on the hardware that are not supplied by Contractor or not approved in writing by Contractor, including, without limitation, other components of the State's systems; or

C. The hardware is subject to abuse or misuse.

11.4.2.3 Infringement Indemnity

Contractor warrants the purchase or use of the goods shall not infringe upon any United States or foreign patent, and Contractor shall indemnify the State against all judgments, decrees, costs, and expenses resulting from any alleged infringement and shall defend, upon written request of the State, at its own expense, any action which may be brought against the State, its vendees, lessees, licensees, or assigns, under any claim of patent infringement in the purchase or use of Contractor's goods. If the State is enjoined from using such goods, Contractor shall repurchase such goods from the State at the original purchase price. The State shall notify Contractor promptly in writing of any such suit. If the State compromises or settles any such suit without the written consent of Contractor, Contractor shall be released from the obligations of this paragraph and from any liability to the State under any statute or other rule of law.

11.4.2.4 Usage of Trade; Course of Dealings; Implied Warranties

Contractor shall also be bound by any other implied warranty that, at the time of execution of the Contract, prevails in the trade of government in the marketing area in and about the State of Nevada. Contractor shall also be bound by any other implied warranty arising through course of dealings between Contractor and the State from and after the execution of the Contract. Contractor shall also be bound by all warranties set forth in Nevada's Uniform Commercial Code (NRS Title 8) in effect on the date of execution of the Contract.

11.4.2.5 Warranties Cumulative

It is understood that warranties created by the Contract, whether express or implied, as well as all warranties arising by operation of law that affect the rights of the parties under the Contract, are cumulative and should be construed in a manner consistent with one another.

11.4.2.6 Priority of Warranties

If it is held by a court of competent jurisdiction that there is an irreconcilable conflict between or among any of the warranties set forth in the Contract and any warranties implied by law, the parties agree that the specifications contained in the Contract shall be deemed technical and mere language of description.

11.4.2.7 Beneficiaries of Warranties

Benefit of any warranty made in the Contract shall be in favor of the State, any of its political subdivisions or agencies, and any employee or licensee thereof who uses the goods, and the benefit of any warranty shall apply to both personal injury and property damage.

11.4.2.8 Delivery; Inspection; Acceptance; Risk of Loss

Contractor agrees to deliver the goods as indicated in the Contract, and upon acceptance by the State, title to the goods shall pass to the State unless otherwise stated in the Contract. The State shall have the right to inspect the goods on arrival and, within a commercially reasonable time, the State must give notice to Contractor of any claim or damages on account of condition, quality, or grade of the goods, and the State must specify the basis of the claim in detail. Acceptance of the goods is not a waiver of UCC revocation of acceptance rights or of any right of action that the State may have for breach of warranty or any other cause. Unless otherwise stated in the Contract, risk of loss from any casualty, regardless of the cause, shall be on Contractor until the goods have been accepted and title has passed to the State. If given any, the State agrees to follow reasonable instructions regarding return of the goods.

11.4.2.9 No Arrival; No Sale

The Contract is subject to provisions of no arrival, no sale terms, but proof of shipment is to be given by Vendor, each shipment to constitute a separate delivery. A variation of ten days in time of shipment or delivery from that specified herein does not constitute a ground for rejection. The State may treat any deterioration of the goods as entitling the State to the rights resulting from a casualty to the identified goods without regard to whether there has been sufficient deterioration so that the goods no longer conform to the Contract.

11.4.2.10 Price; Taxes; Payment

The price quoted is for the specified delivery, and, unless otherwise specified in the Contract, is F.O.B. to the delivery address specified above. Unless otherwise specified in the Contract, the price does not include applicable federal or State sales, use, excise, processing or any similar taxes, or duty charges, which shall be paid by the State, or in lieu thereof, the State shall provide Vendor with a tax exemption certificate acceptable to the applicable taxing authority.

11.4.2.11 Governing Law

The laws of the State, including, without limitation, the Uniform Commercial Code in effect on the date of execution of the Contract, shall govern with respect to any goods provided under the Contract.

12. **SUBMISSION CHECKLIST**

This checklist is provided for vendor's convenience only and identifies documents that must be submitted with each package in order to be considered responsive. Any proposals received without these requisite documents may be deemed non-responsive and not considered for contract award.

Part IA– Technical Proposal Submission Requirements		Completed
Required number of Technical Proposals per submission requirements		
Tab I	Title Page	
Tab II	Table of Contents	
Tab III	Vendor Information Sheet	
Tab IV	State Documents	
Tab V	Attachment B – Technical Proposal Certification of Compliance with Terms and Conditions of RFP	
Tab VI	Section 3 – Scope of Work	
Tab VII	Section 4 – Company Background and References	
Tab VIII	Attachment G – Proposed Staff Resume(s)	
Tab IX	Other Information Material	
Part IB – Confidential Technical Submission Requirements		
Required number of Confidential Technical Proposals per submission requirements		
Tab I	Title Page	
Tabs	Appropriate tabs and information that cross reference back to the technical proposal	
Part II – Cost Proposal Submission Requirements		
Required number of Cost Proposals per submission requirements		
Tab I	Title Page	
Tab II	Cost Proposal	
Tab III	Attachment J - Cost Proposal Certification of Compliance with Terms and Conditions of RFP	
Part III – Confidential Financial Information Submission Requirements		
Required number of Confidential Financial Proposals per submission requirements		
Tab I	Title Page	
Tab II	Financial Information and Documentation	
CDs Required		
One (1)	Master CD with the technical, confidential technical and cost proposal contents only	
One (1)	Confidential Financial CD with the confidential financial contents only	
One (1)	Public Records CD with the technical and cost proposal contents only	
Reference Questionnaire Reminders		
Send out Reference Forms for Vendor (with Part A completed)		
Send out Reference Forms for proposed Subcontractors (with Part A and Part B completed, if applicable)		

ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “confidential” **will not** be accepted by the State of Nevada. Pursuant to NRS 333.333, only specific parts of the proposal may be labeled a “trade secret” as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors’ technical and cost proposals become public information.

In accordance with the Submittal Instructions of this RFP, vendors are requested to submit confidential information in separate binders marked “**Part IB Confidential Technical**” and “**Part III Confidential Financial**”.

The State will not be responsible for any information contained within the proposal. Should vendors not comply with the labeling and packing requirements, proposals will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information as defined in *Section 2 “ACRONYMS/DEFINITIONS.”*

Please initial the appropriate response in the boxes below and provide the justification for confidential status.

Part IB – Confidential Technical Information			
YES		NO	
Justification for Confidential Status			

A Public Records CD has been included for the Technical and Cost Proposal			
YES		NO	
<i>Note: By marking “NO” for Public Record CD included, you are authorizing the State to use the “Master CD” for Public Records requests.</i>			

Part III – Confidential Financial Information			
YES		NO	

Company Name

Signature

Print Name

Date

This document must be submitted in Tab IV of vendor’s technical proposal

**ATTACHMENT B – TECHNICAL PROPOSAL CERTIFICATION OF COMPLIANCE
WITH TERMS AND CONDITIONS OF RFP**

I have read, understand and agree to comply with *all* the terms and conditions specified in this Request for Proposal.

YES _____ I agree to comply with the terms and conditions specified in this RFP.

NO _____ I do not agree to comply with the terms and conditions specified in this RFP.

If the exception and/or assumption require a change in the terms in any section of the RFP, the contract, or any incorporated documents, vendors *must* provide the specific language that is being proposed in the tables below. If vendors do not specify in detail any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Company Name

Signature

Print Name

Date

Vendors MUST use the following format. Attach additional sheets if necessary.

EXCEPTION SUMMARY FORM

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)

ASSUMPTION SUMMARY FORM

ASSUMPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

This document must be submitted in Tab V of vendor’s technical proposal

ATTACHMENT C – VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

- (1) Any and all prices that may be charged under the terms of the contract do not and will not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.
- (2) All proposed capabilities can be demonstrated by the vendor.
- (3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.
- (4) All proposal terms, including prices, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, will remain in effect throughout the contract negotiation process.
- (5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- (6) All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion must be in writing and included in the proposal at the time of submission.
- (7) Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- (8) All employees assigned to the project are authorized to work in this country.
- (9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.
- (10) The company has a written policy regarding compliance for maintaining a drug-free workplace.
- (11) Vendor understands and acknowledges that the representations within their proposal are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- (12) Vendor must certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.
- (13) The proposal must be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

Vendor Company Name

Vendor Signature

Print Name

Date

This document must be submitted in Tab IV of vendor's technical proposal

ATTACHMENT D – WSCA-NASPO MASTER AGREEMENT TERMS AND CONDITIONS

The following WSCA-NASPO Master Agreement is provided as a courtesy to vendors interested in responding to this RFP. Please review the terms and conditions in this form, as this is the standard contract used by WSCA-NASPO for all services of independent contractors.

If exceptions and/or assumptions require a change to the WSCA-NASPO Master Agreement, vendors **must** provide the specific language that is being proposed on **Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP**.



ATTACHMENT D -
WSCA T&CS.doc

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact Nevada State Purchasing at
srypurch@admin.nv.gov for an emailed copy.*

ATTACHMENT E – INSURANCE SCHEDULE FOR RFP 3091

The following Insurance Schedule is provided as a courtesy to vendors interested in responding to this RFP. Please review the terms and conditions in the Insurance Schedule, as this is the standard insurance schedule used by WSCA-NASPO for all services of independent contractors.

If exceptions and/or assumptions require a change to the Insurance Schedule, vendors **must** provide the specific language that is being proposed on ***Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP.***



Attachment E -
Insurance Schedule fo

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact Nevada State Purchasing at
srvpurch@admin.nv.gov for an emailed copy.*

ATTACHMENT F – REFERENCE QUESTIONNAIRE

The State of Nevada, as a part of the RFP process, requires proposing vendors to submit business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

INSTRUCTIONS TO PROPOSING VENDOR	
1.	Proposing vendor or vendor's proposed subcontractor MUST complete Part A and/or Part B of the Reference Questionnaire.
2.	Proposing vendor MUST send the Reference Questionnaire to EACH business reference listed for completion of Part D, Part E and Part F.
3.	Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to: <div style="text-align: center;"> <p>State of Nevada, Purchasing Division Subject: RFP 3091 Attention: Brandon Beach Email: rfpdocs@admin.nv.gov Fax: 775-684-0188</p> </div> <p>Please reference the RFP number in the subject line of the email or on the fax.</p>
4.	The completed Reference Questionnaire MUST be received <i>no later than 4:30 PM PT August 19, 2014</i>
5.	Business references are NOT to return the Reference Questionnaire to the Proposer (Vendor).
6.	In addition to the Reference Questionnaire, the State may contact any and all business references by phone for further clarification, if necessary.
7.	Questions regarding the Reference Questionnaire or process should be directed to the individual identified on the RFP cover page.
8.	Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.



ATTACHMENT F -
Reference Questionnaire

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have double clicked on the icon, please contact Nevada State Purchasing at srvpurch@admin.nv.gov for an emailed copy.

ATTACHMENT G – PROPOSED STAFF RESUME

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff using the State format.



ATTACHMENT G -
Proposed Staff Resur

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact Nevada State Purchasing at
srvpurch@admin.nv.gov for an emailed copy.*

ATTACHMENT H – STATE OF NEVADA REGISTRATION SUBSTITUTE IRS FORM W-9

The completed form must be included in *Tab II, Financial Information and Documentation* of the *Part III – Confidential Financial Information* proposal submittal.



ATTACHMENT H -
Vendor Registration F

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact Nevada State Purchasing at
srvpurch@admin.nv.gov for an emailed copy.*

ATTACHMENT I – COST SCHEDULE

Group A Pricing Schedule



ATTACHMENT I -
Group A Pricing Sched

Group B Pricing Schedule



ATTACHMENT I -
Group B Pricing Sched

Group C Pricing Schedule



ATTACHMENT I -
Group C Pricing Sched

Group D Pricing Schedule



ATTACHMENT I -
Group D Pricing Sched

Group E Pricing Schedule



ATTACHMENT I -
Group E Pricing Sched

Group F Pricing Schedule



ATTACHMENT I -
Group F Pricing Sched

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact Nevada State Purchasing at
srypurch@admin.nv.gov for an emailed copy.*

**ATTACHMENT J – COST PROPOSAL CERTIFICATION OF COMPLIANCE
WITH TERMS AND CONDITIONS OF RFP**

I have read, understand and agree to comply with *all* the terms and conditions specified in this Request for Proposal.

YES _____ I agree to comply with the terms and conditions specified in this RFP.

NO _____ I do not agree to comply with the terms and conditions specified in this RFP.

If the exception and/or assumption require a change in the terms in any section of the RFP, the contract, or any incorporated documents, vendors *must* provide the specific language that is being proposed in the tables below. If vendors do not specify in detail any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Note: Only cost exceptions and/or assumptions should be identified on this attachment. Do not restate the technical exceptions and/or assumptions on this attachment.

Company Name

Signature

Print Name

Date

Vendors MUST use the following format. Attach additional sheets if necessary.

EXCEPTION SUMMARY FORM

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)

ASSUMPTION SUMMARY FORM

ASSUMPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

**This document must be submitted in Tab III of vendor’s cost proposal.
This form MUST NOT be included in the technical proposal.**

ATTACHMENT L – FEDERAL LAWS AND AUTHORITIES

The information in this section does not need to be returned with the vendor's proposal. Following is a list of Federal Laws and Authorities with which the awarded vendor will be required to comply.

ENVIRONMENTAL:

1. Archeological and Historic Preservation Act of 1974, PL 93-291
2. Clean Air Act, 42 U.S.C. 7506(c)
3. Endangered Species Act 16 U.S.C. 1531, ET seq.
4. Executive Order 11593, Protection and Enhancement of the Cultural Environment.
5. Executive Order 11988, Floodplain Management
6. Executive Order 11990, Protection of Wetlands
7. Farmland Protection Policy Act, 7 U.S.C. 4201 ET seq.
8. Fish and Wildlife Coordination Act, PL 85-624, as amended
9. National Historic Preservation Act of 1966, PL 89-665, as amended
10. Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended

ECONOMIC:

1. Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended
2. Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans

SOCIAL LEGISLATION

1. Age Discrimination Act, PL 94-135
2. Civil Rights Act of 1964, PL 88-352
3. Section 13 of PL 92-500; Prohibition against sex discrimination under the Federal Water Pollution Control Act
4. Executive Order 11246, Equal Employment Opportunity
5. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise
6. Rehabilitation Act of 1973, PL 93, 112

MISCELLANEOUS AUTHORITY:

1. Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
2. Executive Order 12549 – Debarment and Suspension

ATTACHMENT M – 2013 SUMMARY USAGE

The attached document contains the historical usage data from the previous contract. No minimum or maximum level of sales volume is guaranteed or implied.



ATTACHMENT M -
2013 Summary Usage

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact Nevada State Purchasing at
svpurch@admin.nv.gov for an emailed copy*

ATTACHMENT N – STATES INTENT TO PARTICIPATE

Apart from the Lead State conducting the solicitation, the states listed below have signified their intent to enter into a contract and participate with the State of Nevada for this Request for Proposal. These States are considered Participating States for the purposes of this solicitation and its resulting contracts(s). This Attachment includes state-specific provisions required by law, regulation or procurement practices of the identified states.

Additional states may be added through execution of a Participating Addendum. All States reserve the right to add any State specific terms and conditions to any resultant Participating Addendum signed in response to award(s) based from this procurement.

Alabama
Alaska
Idaho
Maine
Missouri
Montana
New Mexico
North Dakota
Oregon
Rhode Island
South Carolina
Utah
Vermont
Washington

ATTACHMENT O – MODEL SERVICE LEVEL AGREEMENT

Attached is meant to be a model Service Level Agreement. Awarded Vendors are to negotiate their own SLA with each Participating Entity at time of initiating the Participating Addendum.



ATTACHMENT O -
Model SLA.doc

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact Nevada State Purchasing at
srvpurch@admin.nv.gov for an emailed copy.*

ATTACHMENT P – DETAILED SALES DATA REPORTING

Detailed sales data reports shall include sales information for all sales under Participating Addendums executive under the Master Agreement. The format for the detailed sales data is show in the attachment:



ATTACHMENT P -
Detailed Sales Reporti

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact Nevada State Purchasing at
srvpurch@admin.nv.gov for an emailed copy.*



SUBJECT: Amendment 1 to Request for Proposal 3091
RFP TITLE: Copiers, Printers and Related Devices
DATE OF AMENDMENT: July 16, 2014
DATE OF RFP RELEASE: June 10, 2014
OPENING DATE: **August 20, 2014**
OPENING TIME: **2:00 PM**
CONTACT: Shannon Berry, Assistant Chief Procurement Officer

The following shall be a part of RFP 3091. If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

Resulting contracts will cover all WSCA-NASPO states and eligible entities Nationwide; therefore, it is limited to qualified manufacturers and pursuant to Section 3.2.1 of the RFP, awards will be made to Manufacturers only. As stated in Section 7.1.4 resellers/dealers were to work with manufacturers for any questions; therefore, any questions submitted by resellers/dealers were not included in this amendment.

Revisions to RFP:

Section 1.5 Device Groupings:

Group	Devices
A	Convenience Copiers (B&W and Color/B&W)
B	Production Copiers (B&W and Color/B&W)
C	Wide Format Devices (B&W and Color/B&W)
D	Printers (B&W and Color/B&W)
E	Digital Duplicators
F	Scanners

Section 2.1 Capital Lease:

<i>Capital Lease</i>	<p>A capital lease is classified by the Customer as a purchase and must meet one or more of the following criteria:</p> <ul style="list-style-type: none"> The lease term is greater than 75% of the property's estimated economic life.
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	<ul style="list-style-type: none"> • The lease contains an option to purchase the property for less than fair market value. • Ownership of the property is transferred to the Customer at the end of the lease term. • The present value of the lease payment exceeds 90% of the fair market value of the property. • Such leases shall be subject to monthly payment reduction by the Awarded Vendor upon renewal, based upon the depreciated value. The depreciated value must be disclosed to the Customer at the time of the renewal; and the renewal rate is subject to the same terms and conditions under the contract with the Awarded Vendor.
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Manufacturer Suggested Retail Price (MSRP)	List price or recommended retail price of a product is the price which the manufacturer recommends that the retailer sell the product. MSRP is pricing provided on a single manufacturer's published price list. to Buyers Laboratory Inc. (BLI) by manufactures.
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Section 3.1 Segments:

Group A – Convenience Copiers Includes B&W and Color/B&W	
Segment	Speed in Pages Per Minute (PPM)
A2	20 - 30
A3	31 – 40
A4	41 – 69
A5	70 – 90

Group B – Production Copiers Includes B&W and Color/B&W	
Segment	Speed in Pages Per Minute (PPM)
B6	91 – 119
B7	120 – 139
B8	140 – 159
B9	160+

Group C – Wide Format Devices Includes B&W and Color/B&W		
Segment	Speed in Square Feet Monthly (SFM)*	D Size a Minute
Low	500 – 10,000	4+
Medium	10,001 – 50,000	9+
High	50,001+	20+

Group D – Printers Includes B&W and Color/B&W	
Segment	Speed in Pages Per Minute (PPM)
D1	Up – 20
D2	21 – 40
D3	41 – 60

Group F – Scanners	
Segment	Speed in Images Pages Per Minute (PPM)
F0	30 – 49
F1	50 – 59
F2	60 – 69
F3	70 – 79
F4	80 – 89
F5	90+

Section 3.2.8:

Pricing for this RFP and any subsequent contract must be expressed as a discount from Manufacturer Suggested Retail Price (MSRP). **The MSRP must be available on a single manufacturer’s published price list and be publicly available throughout the contract period. The manufacturer must identify in their proposal where the price list is published.** ~~MSRP must be a published figure with the Buyers Laboratory Inc. (BLI).~~ Discounts from list may be increased during the term of the contract by an Awarded Vendor. The WSCA-NASPO Contract Manager and the Participating State Contract Administrator must be notified of any such increase in discount. At no time during the contract period may the discount be reduced.

Section 3.4.3.1:

Device does not copy as the primary function ~~and does not allow 11” x 17” paper;~~

Section 3.4.3.6:

Paper size capacity up to ~~8-1/2” x 14”~~ **11” x 17”** and envelope adjustment capability;

Section 3.4.3.2

Shall include an **LED**, inkjet or laser print engine

Section 3.4.10

Equipment, including all accessories and software, supplied through this contract shall be capable of continuous operation. Therefore, Awarded Vendor shall guarantee that all contract equipment will be operational at least ~~98~~**96**% of normal business hours. Equipment that develops a trend of requiring an excessive number of service calls shall be reported by the Customer to the Awarded Vendor or by the Awarded Vendor to the Customer as the situation warrants. Should the equipment, any accessories, or software become inoperable for a period of twenty-four (24) consecutive working hours, the Awarded Vendor shall, at the Customer’s option, provide, at no charge, a loaner or accessory of equal capability of non-performing piece of equipment while repairs are being completed.

Section 3.4.4.5:

Monthly volume of ~~300,000~~ 50,000+ minimum duty cycle.

Section 3.4.5.1:

~~Must be capable of AES, AMS, APS, ATS, AS and Margin Shift;~~

Section 3.5.6.2:

Vendor shall produce payment for both any State Specific Administrative Fee and the WSCA-NASPO Administrative Fee within ~~30~~ 60 days after the end of the calendar quarter of the closing of the reporting period.

Section 3.5.12.3:

Moves, device pickups and device trade-ins must be accomplished within 30 calendar days of the request

Section 5.4.2.3

Leases may be bought out and devices returned to the owning lessor, although fair market value, operational, non-cancelable rentals and capital leases will be subject to a termination charge. The termination charge may not exceed the balance of lease payments and may not exceed more than four (4) month service and supply base or 25% of the remaining term, whichever is less.

Section 5.4.2.5(B)

Scans on multifunctional devices, digital duplicators, and scanners are not included in the cost-per-copy calculation.

Section 5.4.2.5(C)

Either ~~No~~ minimums or monthly fees may be offered shall be applicable for this pricing model; tiered pricing may be used.

Attachment D – Section 29:

The Contractor warrants for a period of ~~one year~~ a minimum of 90 days from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to

any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

Attachment I - Cost Schedule:

Below are updated Pricing Schedules for each Group. Pricing for each proposed group must be provided as requested using these updated spreadsheets.

Group A Pricing Schedule



ATTACHMENT I -
NEW Group A Pricing \$

Group B Pricing Schedule



ATTACHMENT I -
NEW Group B Pricing \$

Group C Pricing Schedule



ATTACHMENT I -
NEW Group C Pricing \$

Group D Pricing Schedule



ATTACHMENT I -
NEW Group D Pricing \$

Group E Pricing Schedule



ATTACHMENT I -
NEW Group E Pricing \$

Group F Pricing Schedule



ATTACHMENT I -
NEW Group F Pricing \$

Attachment N - States Intent to Participate:

Alabama

Alaska

Connecticut



Connecticut T&Cs.pdf

Hawaii

Idaho

Maine

Missouri

Montana

New Mexico

North Dakota

Oregon

Rhode Island

South Carolina

Utah

Vermont

Washington

Questions and Answers to RFP:

1. Will there be a pre-bid meeting for RFP 3091? If yes, please provide the location and date.

No; see Section 7 of the RFP.

2. The RFP requires the respondent to be the Manufacturer, and Section 2.1 defines “Manufacturer” as “a company that, as its primary business function, designs, assembles, owns the trademark/patent and markets multifunction devices.” If the products proposed in response to the RFP are manufactured by a non-US parent company, will the State of Nevada/WSCA-NASPO accept a response to the RFP from the sole US-based, wholly owned subsidiary of that parent corporation?

Yes.

3. Section 3.6.1 and 3.4.7.4 require EPEAT registration for all devices within two years of contract award. Will the State of Nevada/WSCA-NASPO consider alternative qualifications or non-US certifications in combination with other documentation of environmentally responsible manufacturing and business practices (either while EPEAT is pending or as a substitution for registration)?

No.

4. RFP Document, Page 7, 1.9 WSCA-NASPO Administrative Fee 1.9.1 – The fee is for products and services, can you please clarify what “services” include? Does this include maintenance? If so, we respectfully request for WSCA-NASPO to consider not requiring having the admin fee applicable to the maintenance. This limits local dealer participation and billing, due to the requirement of reporting the meters for the admin fee report and check. There are other cooperative contracts, such as AEPA and US Communities that do not require their admin fee on the maintenance. This would be in both WSCA’s and the awarded vendors best interest, in order for WSCA to be on the same level playing field as these competing contracts, and would encourage more interest and participation by local dealers in each state. We strongly support the use of dealers in representing their manufacturer under this contract. It is however, difficult to a manufacturer to collect service fees from each dealer for maintenance services to pay WSCA and Participating States as stated above. We would like to recommend that it be acceptable for a manufacturer to increase the administrative fee on the equipment and software, and remove the admin fee for the service. If so, can we propose a higher admin fee for equipment and software in our response, and then negotiate this fee with WSCA, and be permitted to reflect the final admin fee in our WSCA pricing?

Any services provided to a Participating State or Entity through a resulting contract of the RFP. Yes. Request is declined. No.

5. RFP Document, Page 7, Item 1.9.1 – States that the Administrative fee is due no later than 60 days following the end of each calendar quarter whereas on Page 32, Item 3.5.6.2 states that it’s due within 30 days of the closing of the reporting period. Which is correct?

Reports are due within thirty (30) days after the end of the calendar quarter and then the check for WSCA-NASPO Administrative Fee within sixty (60) days after the end of the calendar quarter. See Revisions to RFP above.

6. RFP Document, Page 7, 2.1, Acceptance – Please confirm that after acceptance of the Equipment through a delivery and acceptance certificate, that the underlying equipment cannot be rejected?

Rejection of equipment would follow the warranty, lemon clause, or any cancellation terms allowed for in the Master Service Agreement or the Participating Addendum.

7. RFP Document, Page 8, 2.1, Capital Lease - The last bullet of the definition of "Capital Lease" provides for lease renewal. How is this renewal possible if the equipment is owned by the customer?

See Revisions to RFP above.

8. RFP Document Page 15, Definition of Power Protection – This is the only section of the bid that discusses power protection. Are we required to offer power filters standard or as an option in this RFP?

Power filters are standard and will be provided by the manufacturer.

9. RFP Document Page 19, 3.1 Segments - The segments in Group A and B start at 31ppm. There is a significant amount of customers, including small state agency offices, schools, and rural cities and counties, that have a need for smaller machines. We have sold over 300 (20-25ppm) units under the 1715 contract ourselves. This bid is designed to meet the needs of a wide range of eligible customers in all 50 states. This a broad contract that in order to encourage state and political subdivision participation should have a wider variety of speed ranges available to meet these needs. Today, we use WSCA 1715 to prevent customers from having to go out to bid, this has been successful because all of the speeds and products they need are available on 1 contract. Almost every state that goes out to bid has a 20-25 category, if this is not available under the WSCA-NASPO 3091 contract, this will force many states and customers to go out to bid. We recommend that the following adjustments be made to the segments, to offer as many product offerings as possible under the resulting contract: Group A and B: Add Segment A2A for A4 devices (up to 8.5” x 14”) Add Segment A2B for 20-30ppm (up to 11” x 17”)

See Revisions to RFP above.

10. RFP Document Page 21, 3.2 Proposal Requirements, 3.2.1 - If we carry another manufacturer’s product (not private labeled), and can provide a letter of supply / teaming agreement from that manufacturer authorizing us to sell and service their product, may we offer these products?

No, unless meeting the requirements of Section 3.2.2 of the RFP.

11. RFP Document Page 21, 3.2 Proposal Requirements, 3.2.2 – Please clarify what is meant by “Other devices may be allowed for production (100 + pages per minute) or wide format configurations”?

Devices 100+ pages per minute or wide format configurations do not have to be private labeled.

12. RFP Document Page 22, 3.3.2, Authorized Dealers – “...The decision about the suitability of dealers will be solely that of the Participating State Contract Administrator....” Please allow this to be a mutual decision. A vendor may not have statewide coverage if a State unilaterally eliminates dealers from participating.

No.

13. RFP Document, Page 23, 3.3.6, Device Inspection/Testing/Acceptance - Please confirm that after acceptance of the Equipment through a delivery and acceptance certificate, that the underlying equipment cannot be rejected? Is there a rejection right after delivery and acceptance certificate is signed?

See Question #6 above.

14. RFP Document Page 26, 3.4.1.6 - Bypass paper supplies on production print devices becomes unavailable when adding additional paper trays for segment 5 and above. We suggest eliminating the bypass paper supply requirement or create separate segments for production print.

No.

15. RFP Document Page 30, Item 3.4.11.2, Lemon Clause - Is the useful life to be determined by the age or number of copies? Please consider changing this to the age of the machine such as below: Vendor must guarantee that the quality of products that (1) meet factory specifications and (2) be compatible with your network, or be replaced with an equivalent model: • First two years: replacement will be a brand new MFP • After two years: replacement may be new or refurbished Please also include that the customer must have notified the vendor of the issue and that the vendor must have had time to escalate the issue for service. For notification purposes, can this just be published on our web site? If not, how is customer to be notified?

The useful life is dependent on the device and in accordance with the manufacturer's published performance specifications. No. No. Customer must be notified at the time of lease or purchase.

16. RFP Document Page 31, 3.5.3 Service Contracts – Please clarify that if a customer enters into a 36-month lease, and decides to renew their lease beyond the initial term that they can continue under a service and supply contract (not to exceed 60 months total for the lease or maintenance).

Yes as long as the lease and service co-terminate.

17. RFP Document Page 31, 3.5.3 Service Contracts – How long is the service and supply pricing firm for on a lease? For example, if a customer renews their S&S contract beyond the initial term, can the S&S pricing be escalated?

Service and supply pricing must be firm for the term of the lease. Renewals may be negotiated; however, pricing can never exceed the Master Agreement pricing.

18. RFP Document Page 31, 3.5.3 Service Contracts – How long is the service and supply pricing firm for on a purchased unit? If they want maintenance on a purchased machine after the 60 months has been reached, how does the customer obtain maintenance on owned equipment?

Service and supply term and pricing are to be negotiated with Customer. Maintenance on owned equipment is determined by the Customer.

19. RFP Document, Page 31, 3.5.5.1, Billing and Invoicing - Can you better define 'timely and accurate'? Vendors need to mitigate risk of non-payment.

See Section 6 of the RFP.

20. RFP Document, Page 31, 3.5.5.2, Billing and Invoicing – Please clarify and define what “data set” is? Who is responsible for providing this proof?

“Data Set” is backup documentation for the billing. The Awarded Vendor is responsible for providing this proof.

21. RFP Document Page 34, 3.7.4.1 - Can you define the National Institute of Standards and Technology (NIST) Requirement? Is the NIST requirement based on ISO 15408 Common Criteria certification? Is this a requirement for all Groups?

The State chooses not to respond. Yes. Yes.

22. RFP Document, Page 35, Software, 3.7.5.2 - Can P.O.s be submitted with software only when there is existing equipment?

Yes, unless excluded by the Participating State or Entity.

23. RFP Document Page 36, Item 4.1.5 - Can a current WSCA vendor list the WSCA contract or do we need to list individual agencies? If individual agencies, do we have to list all or how many?

Vendors may list the WSCA contract if they are a current contractor for the WSCA Master Agreement.

24. RFP Document Page 39, 4.2.1.7 - Vendor must notify the user of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFP in Section 4.2, Subcontractor Information. The vendor must receive user approval prior to subcontractor commencing work. Question-What type of approval-written, verbal?

Written approval in form of acceptance of a contract.

25. RFP Document Page 42, Leasing Programs, 5.4.2.1 – Vendors need to be able to offer customers a coterminous lease rate chart for 1-60 months. Not only for a customer that may want to add an accessory late into their lease or rental term, but also for customers that acquire equipment using the lowest term available and want to add options shortly thereafter. This has been a challenge on the current contract; we were hoping we could address this in the new RFP. Please confirm that we can offer co-term rates for 1-60 months, and revise Attachment I to add months 1-35. (Example: Customer enters into a 36-month lease, and 6 months later they want

to add a finisher, there is no 30-month lease rate available for them to do this on the current chart). We also noticed that the co-term lease rate chart starts at 36-months, but there is a 24-month term available for the cancellable rental. If you are requesting co-term rates for the cancellable rental, and there is a 24-month term available, what was the intent for these customers if they needed to order additional options after the initial install? We feel this is further reason to adjust the co-term lease rate chart.

Customer to make this determination.

26. RFP Document, Page 42, 5.4.1 Leasing Programs - Can we use Treasury Swap Rates or LIBOR like Term Swap Rates instead of the daily treasury yield curve?

No.

27. RFP Document, Page 42, 5.4.2.3, Leasing, Rentals and Short-Term Rentals – Please clarify that the termination amount is the lease payments times the remaining term. Also, FMV leases are not included as a plan that can have a termination charge, is that an oversight?

Yes. See Revisions to RFP above.

28. RFP Document, Page 43, 5.4.2.9, Leasing, Rentals and Short-Term Rentals - Is flexibility going to be included? How much? Is this applicable to accessories only or also to units?

Question is not clear.

29. RFP Document Page 43, 5.4.2.5 Cost-per-copy – It states here that vendors do not have to offer the cpc program upfront and that it won't be evaluated. If we do not offer the cpc program in our initial offer, can we then add it to the contract later or for use for a specific state through their PA process? Or do we have to offer it upfront in our offer in order for a state to sign a PA with us at a later date for the cpc program?

CPC program needs to be offered in initial response in order for it to be included as an option to Customer.

30. RFP Document Page 44, 5.4.3 Service and Supplies Inclusions, 5.4.3.2 – If the vendor opts to include staples in their maintenance pricing, rather than have a separate price for the customer to add them would this be acceptable? We have found on the current contract that 98% of customers want staples included, and often times forget to add the additional staples rate into the service and supply price, which has resulted in having them do multiple po's and additional po's just when they need to order staples. For the ease of the customer's administrative process and for budget purposes it is preferred to have the staples included in the price upfront.

Yes; however, vendors must clearly note that staples are included in pricing.

31. RFP Document Page 44, 5.4.3 Service and Supplies Inclusions, 5.4.3.5 – It is the industry standard to charge 2 clicks for 11" x 17". Requiring 1 click for 11" x 17" will significantly increase WSCA and its customer's service and supply pricing. This is the equivalent of two (2) 8.5" x 11" sheets. We request to have this changed to 2 clicks for these devices.

No.

32. RFP Document Page 45, 5.4.7.2, Special Promotions - Can this be in the form of a notice to the lead state if promo is for all participating states?
- No; the lead state will not be responsible for notifying Participating States or Entities of special promotions.***
33. RFP Document, Page 45, 5.4.7.3, Special Promotions - Please describe what E-Rate pricing is?
- E-Rate is the commonly used name for the Schools and Libraries Program of the Universal Service Fund, which is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC).***
34. RFP Document, Page 45, 6.1.1, Payment – Are these payment terms for NV placements only or does this apply to all the states that are participating?
- Payments terms will be for the Master Agreement; however, the terms may be changed in individual Participating Addendums.***
35. RFP Document Page 46, 6.1.3, P-card Acceptance – Can the vendor charge a nominal fee if the customer chooses to pay with their p-card?
- No.***
36. RFP Document Page 55, 9.6.4.3 – Public Records CD – We request that the vendors not have to provide this until after an award is made. Since this is a negotiable contract, and vendors do negotiate the terms with WSCA, it is likely that what is submitted will not be the final documents and some of these files will need to be revised.
- No. Upon contract awards, ALL proposals submitted will be available to the public, whether or not the proposing vendor receives an award.***
37. RFP Document, Page 61, 11.2.5, Contract Terms and Conditions - Is the last sentence (supremacy sentence) applicable only to NV deals or does this apply to all Participating Addenda for various states?
- This applies to the Master Agreement.***
38. Attachment D, Page 3 of 20, Section 6 - The first sentence states that prices and rates are fixed for the initial term. This is in conflict with section 5.4.1 of the RFP. Please clarify which is correct?
- Lease factor quotes may be adjusted per Section 5.4.1 of the RFP. The pricing for the subsequent contract will be expressed as a discount from the MSRP, which cannot be reduced for the term of the contract.***
39. Attachment D, Page 3 of 20, Section 7 – Please clarify the intent of this section. The language isn't clear that existing leases, at the time of the master contract termination, will survive until their individual terms expire. Does the survivability clause on page 25 of the RFP - 3.3.10 take precedence?

Attachment D – Section 7 deals with Cancellation. Section 3.3.10 of the RFP deals with survivability of PA’s in the event the Master Agreement expires or is cancelled.

40. Attachment D, Page 16 of 20, Section 31 - Title to the product transfers to the lessee upon acceptance. This is in conflict with FMV, operational, etc. leases. Please clarify which is correct.

Section 31 applies to the Purchasing Entity, not lessee.

41. Attachment I, Group A & B – Since the speeds are such wide ranges, can a vendor offer 1 service and supply rate for each speed machine they offer? For example, 41-69ppm Segment A4, the service/supply rate would be lower as the speed of the machine gets higher, so we would like to be able to offer a cpc for a 45ppm that is different than that of a 55 and 65ppm. If we are required to offer the same s&s rate per segment, then vendors will have to bid their highest rate for all models in that segment (for future add-on models as well), resulting in the customer paying a higher price. We also see this being a concern for other states as well as polysubs that may want to participate.

See Section 3.2.3 of the RFP.

42. Attachment I, Group A & B Price Sheets - Due to there being one Group that includes all copier segments, Production Print devices will be in the same segment as walk up copiers. For example, a 65 PPM Color Production Print device would be in the same segment as a 45 PPM Color walk up copier. This would result in manufacturers having to offer the same discount from list. The discount range from MSRP is different from a walk up copier to a production print device. Also, for evaluation purposes, it would be very difficult to compare. We suggest that there be separate segments for production print devices only. This will prevent the state from paying production print prices for walkup devices.

Vendor may propose multiple makes and models in segments with different discounts. Vendors may add additional columns in price sheets, as applicable.

43. Attachment I, Group B & C – The service and supply price pages need to be revised to include both b&w and color impressions and overages.

See Revisions to RFP above.

44. Attachment I, Group D – Where do we list our printer extended warranties and service pricing?

See Revisions to RFP above.

45. Attachment I, Group D – Where do we list our supply pricing?

See Revisions to RFP above.

46. Attachment I, Group D – Traditionally printers are not leased, due to the low purchase prices. Are vendors required to offer leasing vehicles for Group D?

No, may be offered as an option.

47. Attachment I, Group C & D – Why aren't there segments for b&w devices and a separate segment for color/b&w devices? The discounts for b&w devices vs color/b&w devices are not within the same range. In order to have both b&w and color devices available for customers, it would be in the best interest of WSCA to have separate segments or groups for b&w and color/b&w. This should be set up like the Copier Groups A & B. As the spec reads now we would only be able to submit our color devices and not any of our b/w only devices. If creating new groups would be too difficult, then please consider allowing vendors to bid a b/w model and a color/bw device in each segment that's already on the price sheets (i.e. A3 B&W & A3 Color/B&W)

See Revisions to RFP above.

48. Attachment I, All Groups – Does the marking engine discount include all necessary option components needed in order to meet the minimum Device Configurations on page 25-28 3.4 Device Configurations? Or can those items (i.e. RADF) be listed separately as long as they are available options?

Yes. No.

49. Attachment I, All Groups – If a vendor does not have a machine to bid in a segment at the time of the bid opening, but introduces a machine that meets the specifications and speed after award, will they be permitted to add that device to the contract?

As long as the vendor was awarded the Group; see Section 3.3.1 of the RFP.

50. Attachment I, All Groups – During the evaluation process, are you only going to be evaluating the 2 or 3 segments selected on the Configuration Cost tab?

Configuration Costs will be used in evaluation; however, discounts for all groups and segments will be considered during evaluation.

51. Attachment I, All Groups – Can we bid the same model in multiple segments as long as it meets the specifications?

No.

52. Attachment I, All Groups – Can the discount off MSRP be 2 decimals, such as 57.24%?

Yes.

53. Attachment I, All Groups, Configuration Cost Tab – If one or more of the components of the evaluation configuration is included in the base machine price; do we just leave that cell at \$0.00? How can we indicate to WSCA that it's included, so that it does not appear we do not have that option available?

Yes. Vendor should make note of included items on the table, with pricing.

54. Attachment I, All Groups, Configuration Cost Tab – If a vendor does not have one of the options requested available, how will this be evaluated? How do we indicate that an option is not available? We cannot list N/A in the pricing cell because it will affect the formula.

Vendor should make note of any options that are not available on the table.

55. Attachment I, Group P Detailed Sales report – This is the old report that was originally required for the current WSCA contract. WSCA no longer requires this as the only reporting required on the current contract is the online reporting. Is it WSCA’s intent to require the old format back?

Yes.

56. Attachment O, SLA – Service Level Agreement (SLA) requirements are those similar to those in the MFD/Copier industry. These are much more stringent than those found in the Desktop/Network Printer industry. Printers (Group D) should be next business day as the standard SLA as opposed to four hour response. Please revise.

As stated in the RFP, the Service Level Agreement is meant to be a model. Awarded Vendors are to negotiate their own SLA with each Participating State or Entity, which may differ based on the devices purchased.

57. Generic Question - Hard Drive Sanitation pricing is not addressed in the RFP. Can a vendor submit their pricing if the customer chooses to have the vendor come out and do the HD Sanitation for them? Or is this handled on a case by case basis out of the contract?

See Section 3.7.4.3 of the RFP.

58. Generic Question - Will the Participating Agreements have a place for the vendor to insert their lease language as it does on the current contract? We believe it would be better served to have the terms in the Participating Addendum given that is the first document in the order of precedence.

This will be negotiated with the Awarded Vendor and the Participating State or Entity.

59. 3.1 – Group A – Copiers B&W. Segment A3 eliminates key products with speeds below 31ppm that are available on the current contract. Current key products with speeds of 25 – 30 ppm on the WSCA contract will now fall in limbo. These products support 11x17 output which prevents their inclusion in Group D which is limited to smaller size output. We request Group A, Segment A3 be expanded to begin with speeds of at least 25ppm.

See Revisions to RFP above.

60. 3.1 – Group B – Copiers Color. 20ppm color products are an important entry level product for color offering the same capabilities as the higher speed products at a lower price point. Since these products support 11x17 output these products are also ineligible for inclusion in Group D which is definitely creating a gap for the users. We request Group B, Segment B3 to be expanded to allow for these key products with a beginning speed of 20ppm.

See Revisions to RFP above.

61. 3.2.2 - Please clarify exactly what is meant by “private labeled by the Vendor” and “other devices for production in excess of 100 ppm.”

See Question #11 above.

62. 3.3.13 - Volume Placements. Can you set some parameters around this requirement or do you consider 2 units a volume placement?

No, may be determined by Participating State or Entity and/or Awarded Vendor.

63. 3.4.3.1 – Printer Specifications. The inability to offer 11x17 will eliminate some key printer products by all vendors. We are requesting the printer specifications allow for 11x17 to address certain printer output requirements of your users such as commonly used spreadsheets.

See Revisions to RFP above.

64. From page 32, section 3.5.10 - Dealer Guidance "Will the WSCA/NASPO Cooperative Purchasing Organization allow awarded vendors the ability to distribute/sell their awarded categories via an established dealer/reseller channel whereby purchase orders, services, and supplies are purchased through authorized partners?" "If yes, does the dealer/reseller have to maintain their own separate website from the awarded vendor?"

Purchase orders, services and supplies may be purchases through authorized dealers. Contract requirements such as websites, reporting, etc. are the responsibility of the Awarded Vendor.

65. From page 32, section 3.5.10 - Dealer Guidance "Will the WSCA/NASPO Cooperative Purchasing Organization allow the authorized dealer/reseller to bill/ship/collect/receive the end user directly on behalf of the awarded vendor referencing the awarded vendor's WSCA contract? Or is it the responsibility of the awarded vendor to bill/ship/collect/receive?"

Authorized Dealers may bill/ship/collect/receive the end user directly as decided between the Awarded Vendor and Participating State or Entity. Contract requirements such as websites, reporting, etc. are the responsibility of the Awarded Vendor.

66. Section 1.1 states, "Vendors are encouraged to expand upon the specifications to add service and value consistent with RFP requirements". We understand the RFP requires new or newly manufactured devices as the primary contract offering. However, many school districts and other political subdivisions are pressed financially and have requested a mix of new and remanufactured equipment to lower the overall spend. The determination, of course, of allowing remanufactured equipment to be marketed within a state can be addressed through the PA process. In light of the benefits, are vendors allowed to offer remanufactured equipment as an additional offering in their bid response?

Remanufactured equipment may be proposed as additional offerings only.

67. The definition section, Page 14, defines Operational lease as "Operational lease is used to acquire devices on a relatively short term basis with no benefit of ownership to the lessee; no buy-out will be considered." The current WSCA contract defines it differently as "All operational leases shall have an end of term buyout to own value that is determined prior to the lease inception, although this value may or may not be disclosed by the Successful Vendor, based on a fixed dollar amount or percentage of funded value. Such leases shall be subject to monthly payment reduction by the Successful Vendor upon renewal, based upon the depreciated value. The depreciated value must be disclosed to the Customer at the time of the renewal; and the renewal rate is subject to the same terms and conditions under the contract with the Successful Vendor. The industry standard definition of operational lease does provide

an end of term buyout option. Through the PA process, individual states may decide to limit the buyout element for as deemed appropriate for state. We respectfully submit that the definition, as used in the current WSCA agreement, replace the definition as stated in the RFP.

No.

68. Segment Group A, Copiers B&W, Section 3.1, begins with a speed range of 31 PPM. We request that a 20 to 30 PPM category be added as this product is sold particularly to the political subdivision marketplace.

See Revisions to RFP above.

69. Section 3.2.4 “Manufacturers may only submit one response and may not submit multiple responses for any additional brand names”. This same question was addressed in the current WSCA MFP Agreement #1715, Amendment 1, Q129. WSCA allowed OEM Manufacturers, which market their products under different brand names, to submit one response with the brands priced equally. Please affirm that the same position is taken here.

Yes, with all brands at the same discounted pricing.

70. Segment Group F, Scanners, Section 3.1 - Begins with a scanner speed of 50 PPM. We request that a 30 to 50 PPM category be added as there are many customers that require this size of product.

See Revisions to RFP above.

71. WSCA/NASPO Master Agreement T&C’s, Attachment D, Order of Precedence - Places the Statement of Work [SOW] in the fourth position. SOW documents are customized for each engagement as it outlines project essentials, provides timelines, and memorializes the overall understanding between the parties. Though we understand the State Participating Amendment [PA] being listed as highest in Order of Precedence, as individual state PA’s are being executed and if approved by the State, are we able to list the SOW in the PA as receiving the second highest order of precedence since it is an important ordering document?

This is to be negotiated between the Awarded Vendor and Participating State or Entity.

72. Section 3.4.1.8, Device Configurations, allows products to be bid with “Paper size capacity up to 11X17”. Are we able to offer products that print up to 8.5 X14 as secondary models? These types of devices offer a tremendous cost savings to the customers.

No.

73. Section 3.3.11, Termination for Non-Appropriation - Recently there has been an increase in non-appropriation cases. To add further clarity to this issue, we respectfully suggest the inclusion of the following language to this section – “Non appropriations will have deemed appropriate if any of the following has occurred

- a. Governing body fails to appropriate sufficient monies in any fiscal period to rentals and other payments coming due under a schedule to any WSCA lease in the next succeeding fiscal period for any equipment which will perform services and functions performed by the product covered by an such schedule

- b. other funds are not available for such payments and
- c. the non appropriation of funds did not occur from a failure or act to request such funds”

No.

74. Section 3.4.3.1, Printer Specification - “Device does not copy as the primary function and does not allow 11” x 17” paper”. There are printers that print on 11X17 which are required for specific applications. Are we able to include these printers in our offering? This will serve certain customers and fill a marketplace need.

See Revisions to RFP above.

75. Section 3.4.3.2, Printer Specifications - Identifies two technology types - inkjet or laser print engine. LED technology is a growing area of the printer market as it offers lower cost and other benefits. Given the broad range of potential customers under this contract, we respectfully request allowing LED technology, along with inkjet and laser print engine, to be offered on the price schedule.

See Revisions to RFP above.

76. Section 3.4.5.1, Group F, Scanner Specifications - “Must be capable of AES, AMS, APS, ATS, AS and Margin Shift”. These specifications relate to copier technology and not necessarily scanner technology. Please delete this section as the specifications do not fully apply to scanners.

See Revisions to RFP above.

77. Section 3.4.10, Excessive Service and Downtime - “Equipment, including all accessories and software, supplied through this contract shall be capable of continuous operation. Therefore, Awarded Vendor shall guarantee that all contract equipment will be operational at least 98% of normal business hours”. We respectfully suggest that the uptime percentage be lowered to 96% as this represents an industry standard.

See Revisions to RFP above.

78. Section 3.4.11.1 - Warranty, “Devices must carry a minimum 90 day warranty that it is free from defects in material and workmanship.” This conflicts with the language in the WSCA/NASPO Master Contract T&C’s, Section 29, which states, “The Contractor warrants for a period of one year from the date of installation”. We understand that the WSCA/NASPO Master is a template used for all WSCA agreements, however a 90 day warranty is the standard in our industry so please modify the Master accordingly.

See Revisions to RFP above.

79. Section 3.5.5.1 - Billing and Invoicing - “Awarded Vendor shall maintain timely and accurate invoicing”. Establishing a cure period addressing invoicing issues is important as it does impact the potential penalties as outlined in the Service Level Agreement. We respectfully suggest amending this section and adding, “Awarded vendors are afforded a 30 day cure period to address billing or invoicing issues upon written notification of an invoicing problem”.

No.

80. Section 3.5.5.2, Vendor Audits - To add further clarity to the audit process, we respectfully request that the following be added to this section, “Upon the prior written request of the State and no more frequently than once a year during the term of this Agreement, Service Provider will provide copies of the documentation that is reasonably necessary for the State to confirm its payment obligations under any invoice. Service Provider will assist the State in connection with its efforts to verify the completeness and accuracy of the invoices. In no event, however, will Service Provider be obligated to disclose any confidential information not directly pertaining to the invoice in question”.

No.

81. Section 3.5.7.2 - “The software included in the Master Agreement shall not be utilized as a standalone imaging solution but as a means to enhance the capabilities of the devices”. We understand that software offered and listed, under an awarded vendor’s schedule, can only be listed if it empowers a device that is also approved and listed on the schedule. Some customers wish to acquire software however, in order to empower a currently installed device which may not be listed on the schedule. This allows customers to utilize software applications, enhancing their workflow efficiencies, without the financial burden of acquiring equipment immediately. Please confirm that customers are able to purchase software in this context.

No.

82. Section 5.4.1 - “In order for the Awarded Vendor to alter the bid lease rates, all lease rates must be indexed against the US Daily Treasury Yield Curve Rates”. Treasury rates are published based on 1,2,3, & 5 year rates and does not include a 4 year rate. An industry standard is to base leasing rates on “Interest Rate Swaps” as published by the Federal Reserve - (<http://www.federalreserve.gov/releases/h15/update/> We suggest offering vendors a choice of being able to choose, at the time of bid submission, either Interest Rate Swaps or the US Daily Treasury Yield Curve Rates as the basis to address this contract function.

See Question #26 above.

83. Section 5.4.2.3 - “Leases may be bought out and devices returned to the owning lessor, although operational, non-cancelable rentals and capital leases will be subject to a termination charge.” Please Add “FMV leases” to this list of acquisition methods as FMV is the most popular type of leasing.

See Question #26 above.

84. Section 5.4.2.3 - “The termination charge may not exceed the balance of lease payments and may not exceed more than four (4) month service and supply base or 25% of the remaining term, whichever is less.” This same question was addressed in the current WSCA MFP Agreement #1715, Amendment 1, Q59. It was affirmed that the termination language, “may not exceed more than four (4) month service and supply base or 25% of the remaining term, whichever is less”, referred to the service contract and not the equipment. Please confirm this understanding.

Yes. The limitation on the termination charge refers to the “service and supply base” charge only.

85. WSCA/NASPO T&C's, Attachment D, Page 2 - "Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions". Third Party Software, empowering the device, is increasingly being sold with many configurations. Software products, which may not be embedded, are sold and subject to the End User Licensing Agreements [EULA] of the software manufacturer. To add clarity we respectfully suggest adding the following to this section, "Unless otherwise agreed, software is provided subject to the terms and conditions of the license applicable to such software".

No. If such EULA's are included, that should be addressed in the individual Participating Addendum or in an individual Offer/Purchase Order.

86. WSCA Master Contract T&C's, Attachment D, Section 10, Defaults and Remedies - As it relates to a Participating Entity, operating under a Participating Addendum, adding a Dispute Resolution provision at the Master contract level may help resolve complex contract performance issues. Such a provision will encourage parties to fully examine all possible solutions and comprehensively work through complicated issues. Though this can be addressed by each state during the PA process, we respectfully suggest incorporation of the following into this section as an initial framework: "Notwithstanding anything to the contrary established by the State in the Participating Amendment, In the event of any disagreement by an end user Participating Entity using the agreement, regarding performance under or interpretation of this Agreement, and prior to the commencement of any formal proceedings, the parties shall continue performance as set forth in this Agreement and shall attempt in good faith to reach a negotiated resolution by engaging in a dispute resolution process as follows: 1. Either party may commence this dispute resolution process by giving the other party notice of its desire to resolve a dispute pursuant to this process. 2. Each party shall promptly designate uninvolved representatives who are authorized to bind their respective organization and who have the authority to resolve the dispute. 3. Such representatives shall meet in an effort to agree on a resolution to the dispute. 4. Unless the representatives agree otherwise, if the parties have not agreed upon a resolution within thirty (30) days of the date notice is given under subsection 1 above, then this Dispute Resolution process shall be deemed to be completed.

No. This may be addressed in individual Participating Addendums.

87. WSCA Master Contract T&C's, Attachment D, Section 14,(b),2, Indemnification - To provide further clarity we suggest incorporation of the following to this section – "Notwithstanding the foregoing, if such a claim is made or appears likely to be made, the Indemnified Party agrees to permit Contractor to enable Indemnified Party to continue to use the Product, or to modify it, or replace it with one that is at least functionally equivalent. If Contractor determines that none of these alternatives is reasonably available, Indemnified Party agrees to return the Product to Contractor on its written request. Contractor will then give Indemnified Party a credit equal to Indemnified Party's net book value provided Indemnified Party has followed generally-accepted accounting principles; This is Contractor's entire obligation to Indemnified Party regarding any claim of infringement."

No.

88. WSCA Master Contract T&C's, Attachment D, Section 19, License of Pre-Existing Intellectual Property - As stated previously, customers are subject to End User Licensing Agreements [EULA] of the Software Manufacturer and the rights established in those agreements. Awarded

Vendors are able to confer rights as allowed but are not able to create rights not granted in the EULA. Therefore, to add clarity we respectfully request including the following in this section – “Software provided will be subject to the terms and conditions of the license terms provided with such software.”

No.

89. Section 3.4.4.5, Duplicator Specification - “Monthly volume of 300,000+ minimum duty cycle”. Many duplicators in the market place begin with a duty cycle of 50,000 prints. Please adjust the duty cycle to a minimum of 50K vs. 300K as this will allow additional products to be included in the bid submissions.

See Revisions to RFP above.

90. WSCA Master Contract T&C’s, Attachment D, Section 7, Cancellation - This section addresses Cancellation of the Master Agreement and states “Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation”. Please confirm that existing obligations, such as leased equipment, are not impacted by the cancellation of the master price agreement.

Correct; see Section 3.3.10 of the RFP.

91. WSCA Master Contract T&C’s, Attachment D, Section 6, Price and Rate Guarantee - Please confirm that price guarantees does not impact a vendors ability to update leasing rates as set forth in Section 5.4.1. We believe this is intent but want to be sure.

Yes.

92. WSCA Master Contract T&C’s, Attachment D, Section 28, Standard of Performance and Acceptance – This section as presently written, in effect, provides a 30 day trial for every placement. Trials in our industry do occur but are not necessary for each order. The RFP contains a 30 day trial provision, set forth in Section 3.3.12, and thus customers that require a trial are afforded that opportunity. If problems exist with the equipment, after installation, customers receive warranty protections, are able to cancel for non-performance, or can request a “like for like replacement”. Given the broad range of customer protections, we respectfully request this Section be deleted as it not necessary and introduces an installation and product acceptance process which is non-standard in our industry.

No. The language offers three references, the general one, one identified in the solicitation (which would be Section 3.3.12), or the Participating Addendum; it does not rank these, so 3.3.12 or a period identified in a Participating Addendum would take precedence.

93. Are vendors able to submit their own leasing forms, as part of the bid submission, and if approved by a participating state, use the approved forms as ordering documentation?

No.

94. WSCA Master Contract T&C’s, Attachment D, Section 28, Warranty, Section (b), currently reads, “The Product is suitable for the ordinary purposes for which such Product is used”. We suggest a slight modification to this definition and respectfully request this be amended to read - “The Product performs to the manufacturer’s specifications”.

No.

95. 5.4.2.5 “Cost-per-Copy programs may be allowed at Customers request. Cost-per-Copy is not required to be offered by Awarded Vendors and will not be evaluated in Vendor’s response.... No minimums or monthly fees shall be applicable for this pricing model; tiered pricing may be used.” CPC schedules are used by a few states. The States that allow vendors to charge a monthly minimum have a very competitive schedule. Though vendors are able to offer “no minimum” schedules, these are always priced higher than those schedules that include minimums. In light of the pricing advantages, and since this is not part of vendor evaluation are we able to provide pricing for both types of schedules – one with minimums and one without?

See Revisions to RFP above.

96. WSCA Master Contract T&C’s, Attachment D, Section 17, Insurance, Section (c) – “Such policies shall also reference this Master Agreement...” We generally do not reference a Master Agreement on an insurance policy but will reference the Master Agreement on the certificate of insurance. Is this acceptable?

Yes.

97. WSCA Master Contract T&C’s, Attachment D, Section 17, Insurance, Section (d) – “Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor’s general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States...”. We respectfully request the option to change to word "names" with the word “listed”. As a standard practice our organization does not "Name Additional Insured's" on policies rather will use an endorsement to confirm "blanket" additional insured status. Will this be allowed for this agreement?

Yes.

98. Section 3.6.1 – “All devices shall meet EPEAT Bronze registered standard, as stated in Section 3.4.7.4.” There two additional standards beyond bronze both silver and gold. Please confirm the intent here is bronze standard or higher and not just the bronze standard.

Bronze standard or higher.

99. Section 3.2.2 – “Devices must be manufactured or private labeled by the Vendor. Other devices may be allowed for production (100+ pages per minute) or wide format configurations”. Similar to Wide Format units, there are very few companies that manufacturer high production scanners which are remarketed but not private labeled. Please allow Scanners to be included in the definition of other devices.

No.

100. Section 1.1 “Vendors are encouraged to expand upon the specifications to add service and value consistent with RFP requirements”. High Production Print Shops have needs that require Production Printing Continuous Form Feeding technology. This technology offers monochrome, color, and MICR capabilities. In an effort to add value, are we able to submit such a schedule to be considered in our bid submission?

Yes.

101. Section 1.9.1 – “The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on sales of products and services”. The reporting system requires vendors to report on all equipment and service sales. In our industry there is roughly a 1:1 ratio, over a 5 year period, between equipment and service sales. For example, if the price of a unit is \$5000, the cost for service and supplies, over a 5 year period, approximates \$5000 as well. To simplify the reporting process, we respectfully suggest that vendors be offered a choice of (a) reporting and rebating on all sales including equipment, service, and supplies or (b) reporting and rebating on equipment sales alone but doubling the rebate amount. So instead of ¼% of both equipment and service/supplies sales, vendors would remit ½% on equipment sales alone. This will benefit WSCA as the rebate is paid up-front, rather than over time, and it will benefit the vendor community as it lessens the reporting requirements to report service and supply sales. Will WSCA consider allowing this approach?

No.

102. General: Are vendors required to bid on all Categories in order to be found responsive?

No.

103. General: Will responses to questions be shared with all bidders?

Yes.

104. Pricing: Is WSCA or participating states interested in outright Purchase under this new contract?

Yes.

105. Page 2 of 86 states, “Exceptions and/or assumptions will be considered during the evaluation process.” How will any exceptions and assumptions be factored into the scoring?

This information is confidential until an award is made.

106. Page 21 of 86, Section 3.2.2: Can Vendors propose scanners that are not private labeled and still be found responsive?

No.

107. Page 27 of 86, Section 3.4.3.2 states, “Shall include an inkjet or laser print engine.” Will you accept LED printers?

See Revisions to RFP above.

108. Page 31 of 86, Section 3.5.4.2 states, “Awarded Vendors may offer additional coverage beyond normal business hours for the servicing of device and may charge an additional monthly base charge for such coverage.” Can you please elaborate on your requirements for additional coverage beyond normal business hours?

This would be determined between the Customer and Awarded Vendor.

109. Page 32 of 86, Section 3.5.8 states, "Awarded Vendors are to negotiate their own SLA with each Participating Entity at time of initiating the Participating Addendum." Please confirm SLAs are to be included at the time of the Participating Addendum and not with the bid.

Correct.

110. Attachment O: Is this for information purposes only, or a commitment under this award?

Attachment O is meant to be a "model" Service Level Agreement; it is not a commitment under the Master Service Agreement.

111. Page 33 of 86, Section 3.6.1 states in part, "Additionally, Awarded Vendors should be aware that Participating States or Entities may require environmental performance plans to be in place." Can you provide a description or example of an environmental performance plan?"

No, as the requirements will vary by State.

112. Page 35 of 86, 3.7.4.4 states, "Device must have technician removable hard drives that include an obligation to leave the drive in the state's possession at termination of the placement if so mandated by the Participating State or Entity." If this results in an additional cost, where should this be included in the Pricing Worksheet?

See Section 5.4.6 of the RFP.

113. Page 41 of 86, Section 5.2 states, "Each Vendor may submit one (1) or more models per segment within this RFP. The Vendors are cautioned to select the best device within their product offering in terms of cost, technological capabilities and service that meets or exceeds the requirements within this RFP." While we appreciate the latitude to propose more than one model, is it WSCA's preference that Vendors offer only one model per segment that best meets the RFP requirements?

No.

114. Page 44 of 86, 5.4.3.3 states, "Service pricing must include technician installed parts with the exception of paper, staples and toner." Traditionally, toner is included in service pricing. Can Vendors propose an alternative service pricing to include toner and still be found responsive?

Supplies include toner, see Section 5.4.3.2 of the RFP; 5.4.3.3 refers to "technician installed parts", which a technician would not be called to install toner.

115. Page 58 of 86, 10.1.1: One of the scoring criteria is, "Demonstrated competence and ability to service the contract." Please elaborate on the factors the committee will use to score/evaluate this requirement?

This information is confidential until an award is made.

116. RFP Document, Page 20, 3.1 Segments - There is a note under Wide Format Devices that reads "*Vendors may propose alternate print options; however, must include a method to convert to SFM." Does this mean that we can propose a wide format device that is less than 4 D Size prints

per minute as long as we can convert to SFM? Attachment_I_GroupC_Price_Sheets - The list price sheet reflects MFP features and accessories. Will you provide updated sheets specific to wide format printers?

Yes. No.

117. RFP Document, Page 6, 1.7.5 Project Overview - 1.7.5 States that each participating state must sign a Participating Addendum (PA) with its own unique terms. This contradicts much of the language throughout the Master Agreement (sections #4 & #16). Please clarify.

States or eligible entities must sign a PA in order to use any resulting contract and they may include any unique terms and conditions. These unique terms and conditions apply to that specific PA only and does not affect or change the Master Agreement for any other Participating States or Entities.

118. RFP, Page 45, 6.1.1 Financial, Payment - Lease payments must be based on invoice date not receipt. Please revise or allow the vendor to negotiate this term.

No; payments will be made after receipt of invoice.

119. Attachment D, Page 3, Section 4, Amendments - Order of precedence states that the PA is the controlling document, but this section refers to no changes to Master without written approval of lead state. If a PA is supposed to incorporate the Master yet we are relying on changes to the PA, do the contract holders have to inform the lead state on potential changes? Please provide clarification

No. See Question #117 above.

120. Attachment D, Page 3, Section 5 a, Assignment – Would WSCA please add a provision for assign-ability of leases, excluding service obligations?

No.

121. Attachment D, Page 12, Section 22 a), Participants - This section conflicts with #4 and #16 of the Master Agreement. Please provide clarification as to which takes precedence.

See Question #117 above.

122. Attachment D, Page 15, Section 28, Standard of Performance & Acceptance - Will this be covered by the PA including a provision for execution of a D&A validating and closing the testing period?

No.

123. Attachment D, Page 16, Section 31, Title of Product - This section must include provision to exclude leases, transfer of title is not applicable on true leases.

See Question #40 above.

124. Attachments I, A, Tab 1 List Pricing Group A – Copiers B&W We respectfully request that the Column A, Pricing items be modified for Segments A6 to A9 to be Production Centric. The pricing items are MFP/MFD focused and all do not apply to Production Devices.
- See Revisions to RFP above. If item is not available or does not apply, please note in spreadsheet.*
125. Attachments I, C, Tab 1, List Pricing – Group C- Wideformat Devices We respectfully request the Column A, Pricing items be modified to be Wide Format centric. The Pricing items are MFP/MFD centric and most do not apply to Wide Format devices.
- See Revisions to RFP above. If item is not available or does not apply, please note in spreadsheet.*
126. Attachments I, D, Tab 1 List Pricing – Printers We respectfully request the Column A, Pricing items be modified to be Printer centric. The Pricing items are MFP/MFD centric and most do not apply to Printers.
- See Revisions to RFP above. If item is not available or does not apply, please note in spreadsheet.*
127. Attachments I, F, Tab 1 List Pricing – Scanners We respectfully request the Column A, Pricing items be modified to be Scanner centric. The Pricing items are MFP/MFD centric and most do not apply to Scanners.
- See Revisions to RFP above. If item is not available or does not apply, please note in spreadsheet.*
128. Attachments I, A, B, C, D and F, Tab 5 Configuration Cost On the Configuration cost worksheet, there are not areas to input data for all Segments within the Group. For example, on Attachment I, A, Tab 5 Configuration Cost there is only sections for Segment A3, Segment A6 and Segment A9. Segments A4, A5, A7 and A8 are missing. We please ask these sheets be revised or advice be provided on how to input the information for missing segments.
- See Section 5.1.2 of the RFP.*
129. Page 27, Section 3.4.5.1 We respectfully request, the specification for AMS, ATS, AS, & APS are removed as they do not pertain to scanners.
- See Revisions to RFP above.*
130. Page 27, Section 3.4.5.4 What functionality is required on the control panel?
- The State chooses not to respond.*
131. Page 27, section 3.4.5.5 Please define what is meant by density range minimum of 3.0?
- The State chooses not to respond.*
132. Page 27, section 3.4.5.2 What DPI specification is required for PPM scan speed?

The State chooses not to respond.

133. Page 27, section 3.4.3 May the bidder submit A4 products as printers?

No.

134. Attachment I, A, B, C, D and F, - Paper Handling Please can you define Scanstation and expected capability and requirements?

The State chooses not to respond.

135. Attachment I, A, B, C, D and E If a bidder will bid multiple models within a segment, please advise on how they should input this in Attachment I. Do you advise that we add additional columns or create a separate worksheet for additional models?

Add additional columns, as applicable.

136. Page 26, Section 3.4.1.1 Please clarify if this specification requires an RADF/ADF to be included in the configuration cost of all Group A and Group B devices. Or must be available in our list of accessories and additional options along with the platen cover?

RADF/ADF must be included in the base configuration cost.

137. Attachment I, A, Segment A9, Paper Handling, ADF and RADF Devices in the A9 segment are high speed printing devices and in some cases may not include a feeder as the intended purpose is not copying but rather high speed printing. Please clarify in this category if a feeder is a required specification. If so, we respectfully request this specification be modified allowing for a feeder to be optional.

See Question #153 above.

138. Attachment I A, B, C, D and F, Connectivity and Security, Power Protection Unit The type of surge protector required is unique to every customer and their facility. Please may the bidder submit a bid for a general cost of the surge protector with a generic description? This will allow the installing party and customer to select the appropriate surge protector at the stated contract cost.

See Question #8 above.

139. Page 28, section 3.4.7, Accessories Please confirm if the bidder should bid all associated accessories for each Segment product to allow for a broad catalog of product offerings for WSCA customers.

See Section 3.4.6; proposed devices must meet minimum requirements.

140. Attachment H Where should Attachment H go in tab 2?

Attachment H must be included in Part III – Confidential Financial Information, Tab 2.

141. Page 21, Section 3.2.6 This clause contradicts section 5.4.1. Can you please clarify if lease rates change Quarterly or are they to remain fixed?

See Question #38 above.

142. Page 21, Section 3.2.7 To be considered for award do all vendors need to provide short term rentals? Could you please clarify what procurement plans bidders are required to provide?

Yes. See Section 5.4.2 of the RFP.

143. Page 28, Section 3.4.3.1 Could you please explain what designates a machines primary function?

Primary function means something that is first in order, rank or importance.

144. Page 29, Section 3.4.10 This section state the uptime is 98%, However it is referenced in other areas (SLA) as 95% quarterly. Could you please clarify what the uptime is? Group C, E, F are generally swapped (mail-in) service not serviced by a technician. Could this requirement change for these categories since it is not industry standard?

See Revisions to RFP above. No.

145. Page 44, Section 5.4.3.1 Does all training need to be onsite or could it also be offered online?

This will be determined by the Customer.

146. Page 45, Section 5.4.7 At what level of discount should vendors notify the participating State contract officer? Does this make the contract a fixed price contract?

Awarded Vendor must notify Participating State Contract Administrators of all special promotion or pricing. Pricing can never exceed the pricing listed in the Master Agreement.

147. Page 53, Section 11.3.2 Could you please clarify if vendors can report and pay the fee based upon the purchase price of the equipment, as opposed to the monthly lease price?

See Question #4 above.

148. Page 32, Section 3.5.6 We respectfully request that reporting and fee payments move to 45 days in lieu of 30 days?

See Revisions to RFP above.

149. Attachments I, B segment B3 We respectfully request that the range be changed for section B3 from 31-40 PPM to 30-41 PPM

See Revisions to RFP above.

150. Page 63 Section 11.3.3 Which procurement options (Lease, Purchase, etc) should be made available to the WSCA-NASPO users via the eMarket Center on a hosted catalog or punch-out site?

All options should be made available

151. Page 63 Section 11.3.3 Is Attachment D the template that a vendor would complete for a hosted catalog solution?

No, hosted catalogs have a preconfigured content management spreadsheet that will be provide upon enablement kickoff.

152. Page 63 Section 11.3.3 Are there any timelines for implementing a hosted catalog, or punch-out solution?

Yes, 90 days.

153. Page 63 Section 11.3.3 Are there any costs associated with working with Sciqwest?

No.

154. Page 63 Section 11.3.3 How are products, configurations, and accessories organized on hosted catalog solutions?

Hosted catalogs have a preconfigured content management spreadsheet that will be provide upon enablement kickoff.

155. Page 63 Section 11.3.3 Will we have the ability to link from the hosted catalog to Vendor's informational websites?

Yes.

156. Page 63 Section 11.3.3 Does WSCA-NASPO currently have any Punch-out websites that support procuring equipment via lease terms?

No.

157. Page 20 Group C Wide format Devices. To provide customers with a broader range of products, we respectfully request that the speed be reduced in the low segment from 4+ to 2+

No.

158. Attachment G proposed staff resumes. Regarding references, Should the references be business or personel?

Business references are preferred.

159. Kodak Alaris only manufactures scanners. Can we submit a bid just for scanners?

Yes.

160. Sections: 3.4.2.6 & 3.4.2.8 & 3.7.4: Some of the security requirements specified in the RFP may require customization based on the end user and their specific needs. Since full disclosure will need to be developed on user specific security, is it mandatory that the security requirements are included in standard pricing, or can security customization be priced separately?

Minimum requirements for security must be included in base price, additional security customization may be priced separately.

161. Sections 2.1 and 5.4.2: Please clarify the differences between the requested “Fair Market Value Lease”, the “Operational Lease” and the “Non-Cancelable Rental”.

The State chooses not to respond.

162. Section 2.1 & Attachment I: On the Leasing Rates Worksheets, is the column heading entitled "Non Cancelable Lease" the same as "Non Cancelable Rental" as defined on page 14 (Section 2.1) of the RFP?

See Revisions to RFP above.

163. Attachment I: There is no column for Short Term Rental on the Leasing Rates Worksheet. How would you like us to show the Short Term Rental pricing?

See Revisions to RFP above.

164. Attachment D: Section 31, in the WSCA-NASPO Master Agreement Terms and Conditions specifies that, "Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product...". Is it your intention that title should pass up front (upon acceptance) for Fair Market Value and Operational Leases as well as the Rental offerings?

See Question #40 above.

165. Attachment G: “A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff using the State format.” Is this mandatory?

Yes.

166. In the previous WSCA contract, segment definitions included B&W Production Copiers and Color Production Copiers. In the current WSCA Request for Proposal, those segment definitions have been eliminated. Is it the intent of the current RFP to remove production color and/or black& white equipment from the response?

No.

167. Section 3.2.8: This section states that vendors must provide pricing as “discount from Manufacturer Suggested Retail Price which must be a published figure with the Buyers Laboratory Inc. (BLI)”. Will other reference sources for confirming Manufacturer Suggested Retail Price be acceptable?

See Revisions to RFP above.

168. Section 4.1 Can an attachment be provided with a note in the table list of offices, locations, etc. or must they be listed in the table?

An attachment with a note in the table is acceptable.

169. Section 5.2. Define a "segment". Can a vendor respond to only one segment?

Yes.

170. Can the person submitting questions and the person authorized to negotiate the agreement can be 2 different people. This is from the table on page 2 of the RFQ.

Contact Person for Questions / Contract Negotiations is the Vendor's contact person if the State/WSCA-NASPO has questions on their proposal submittal and/or for contract negotiations; this needs to be one person.

171. In the large format devices group, can you break out the black and white volume from the color volume?

See Revisions to RFP above.

172. Sub-contracting: Will the OEM's be allowed to utilize authorized resellers? If yes, will the resellers be able to accept purchase orders, ship and install equipment and invoice?

Yes; see Section 3.3.2. See Questions #64 & 65 above.

173. Invoicing: is it required for the awarded vendor to invoice or will the reseller be allowed to invoice?

See Questions #64 & 65 above.

174. Vendor Questionnaire: Please advise if these may be completed by a customer for resellers that will be authorized or if they must be completed by a customer for the responding Vendor/OEM? Not all OEM's sell direct to the end user and may not be able to provide.

Reference Questionnaires need to be any business reference for the Vendor/OEM submitting a proposal.

175. Device Groupings, Group A, Copiers Black & White: there are 7 segments in this group, is it mandatory to offer a product in each segment to be responsive? IF no, what is the minimum number of segments that must be responded to?

No. One.

176. Device Groupings, Group B, Copiers Color: there are 7 segments in this group, is it mandatory to offer a product in each segment to be responsive? IF no, what is the minimum number of segments that must be responded to?

No. One.

177. Device Groupings, Group D, B&W & Color: The warranty requirement for this RFP is 4 hours on-site, would WSCA consider changing this for the printers to standard ship with equipment OEM warranty? This is typically Exchange or Onsite.

No, may be defined by the Participating State Contract Administrator.

178. Rental short term non-cancelable: Is it mandatory to offer rentals as part of this contract?

Yes, See Section 5.4.2 of the RFP.

179. Resumes, Page 41, 4.4: Please define who WSCA considers key personnel and requires a resume to be submitted with the response.

Key personnel is identified by the Vendor.

180. Group A Pricing: Is it mandatory for Group A copiers to have 3 hole punch and saddle stitch Finishing?

See Section 3.4.1 for minimum requirements.

181. Group B Pricing: Is it mandatory for Group A copiers to have 3 hole punch and saddle stitch Finishing?

See Section 3.4.1 for minimum requirements.

182. Group D Pricing: Printers typically do not have finishing capabilities, this is typical of MFP's or copiers. Request the finishing accessories be removed from the request.

See Section 3.4.3 for minimum requirements.

183. Attachment O, Model SLA: Will WSCA accept an offer with different/lower uptime? 1.2 states 98% is required and 1.5 states 95%, which is correct?

See Question #56 above.

184. Attachment O: will WSCA consider alternate penalty for SLA's from what is listed in 1.4 of the attachment?

See Question #56 above.

185. With regards to service reporting, is it possible for participating resellers provide this reporting or is it mandatory for the vendor/OEM responding to provide the SLA service reports?

Awarded Vendor will be responsible for all reporting requirements.

186. Given the complexity of this RFP we request an extension to August 29th to have 4 full weeks to respond. In addition please extend the due date of the Reference Questionnaire to August 28th.

No.

187. Section 2.1: Would WSCA confirm that after acceptance of the Equipment through a delivery and acceptance certificate, that the underlying equipment cannot be rejected?

See Question #6 above.

188. Page 8, Definitions, Capital Lease: The last bullet of the definition of "Capital Lease", provides for lease renewal, but the third bullet states that ownership of the property will transfer to the customer at the end of the lease term. Would you please clarify?

See Revisions to RFP above.

189. Page 61, section 11.2.5. Is the next-to-last sentence (supremacy sentence) applicable only to Nevada transactions or does this apply to all Participating Addenda for various states?

See Question #37 above.

190. Page 31, Section 3.5.5.1: In order to mitigate the risk of non-payment, could WSCA more precisely define 'timely and accurate'?

See Question #19 above.

191. Section 3.5.5.2: Could you clarify the definition of the data set, and who is responsible for providing?

See Question #20 above.

192. Page 35, Software, Section 3.7.5.2. Can P.O.s be submitted with software only when there is existing equipment? There is a definition of embedded software on page 9. Does software have to be embedded or can it be financed as a stand-alone item?

See Question #22 above. Must be embedded, it cannot be financed as a stand-alone item.

193. Section 5.4.1 (1st sentence); will lease pricing include property taxes?

If applicable, property tax to be itemized separately.

194. Page 43, Section 5.4.2.3, Should the section include FMV as one of the leases that will attract a termination charge if cancelled? Also, the section is not clear if the termination charge is the remaining lease balance or if it is limited to 4 months service and supply base charges or 25% of remaining term, whichever is less. Could the language be modified to say, "All leases may be bought out to return to the Successful Vendors and devices returned to the owning lessor, although operational, fair market value, non-cancelable rentals and capital leases will be subject to a termination charge. With respect to leases, the termination charge may not exceed the balance of lease payments and with respect to service or maintenance agreements or obligations, the termination charge may not exceed more than four (4) months service and supply base charges or 25% of the remaining term whichever is less. No termination charges shall be applicable in the case of non-appropriation of funds."

See Question #27 and 84 above. See Section 5.4.2.11 of the RFP.

195. Section 6.1.1: Payment Terms, and Section 11.2.5 Order of Precedence; do these apply to Nevada placements only or does this apply to all of the states that are participating?

See Questions #34 & 37 above.

196. Section 5.4.2.9. Is this applicable to accessories only or also to units? Is this flexibility or just equipment exchange without penalty or term extension?

See Question #28 above.

197. Attachment D, Master Agreement, page 3 of 20. Will WSCA provide a Notice of Assignment with the State of Nevada?

No.

198. Master Agreement, Section 7, Cancellation. This reads as if orders installed are not impacted by any cancellation. Please confirm.

See Question #39 above.

199. Master Agreement, Page 5 of 20, Defaults and Remedies: Are lessee defaults and remedies defined?

No.

200. Master Agreement, page 12 of 20, Language, "subject to approval by State Chief Procurement Officer." How will we know this has been completed?

You will need to ask the WSCA-NASPO Cooperative Development Team about participating states or entities and they will provide you with the answer at that time.

201. Master Agreement, page 12 of 20, Governing Law, Should this governing law be the state where the lessee is located?

It should be the law of the state which executed the Participating Addendum under which the lease is being made (or the state in which the eligible entity is being authorized to use the Master Agreement through the Participating Addendum).

202. RFP Page 8, Definitions, Capital Lease. Please confirm that this is the same as a \$1 buyout which will determine the type of lease document and rates.

Buyout amount is negotiated at the time of the lease.

203. Page 61, Section 11.2.5. Are the lease rates on the pricing sheets for Nevada only, or can vendors propose a different lease rate for each participating state?

See Question #37 above.

204. Page 14, Operational Lease. What is considered a "short term basis" and can we define the time period?

See Section 5.4.2 of the RFP.

205. Page 25, Section 3.3.11 Termination for Convenience. Are there any issues when negotiating with state level Participating Agreements where we may have to introduce additional documents?

This will be negotiated between the Awarded Vendor and Participating State or Entity.

206. Page 43, Section 5.4.2.10, Please clarify what is meant by reconciliation of overage charges?

The State chooses not to respond.

207. Attachment "D," Page 1 of Master Agreement, Will WSCA accept under financing terms the lease documents taking precedence?

No.

208. Attach "D", Page 7, regarding Force Majeure, would the following proposed language be acceptable? Except for payment of sums due, neither party shall be liable to the other nor deemed to be in default under this Contract if and to the extent that such party's performance is prevented by reason of force majeure. The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, which in the Purchasing Agent's opinion are beyond the control of the Contractor.

No.

209. Regarding attachment "G "Proposed Staff Resumes, Which individuals are required to provide this information?

See Section 4.4 of the RFP.

210. RFP Page 22. Section 3.3.3, Can you please list the full requirements of the web site?

The State chooses not to respond.

211. Attachment D. Page 17 Section 36, Can the eMarket center be used in lieu of building a web site?

No.

212. Section 5.4.3.5. Eleven by seventeen inch impressions use much more toner, and are therefore significantly more expensive to produce than letter sized impressions, particularly color. We respectfully request that the language be modified to allow 11 x 17 impressions to count as two "clicks."

See Question #31 above.

213. Page 41, Section.5.2. The RFP allows vendors to bid multiple devices in each category. Is it WSCA's preference that vendors bid multiple devices, or a single device, in a single category? Additionally, the PPM range in Segments A4 and B4 is quite large; how will WSCA be evaluating machines of different PPM's from different manufacturers? Also, if the vendor proposes multiple machines within one segment may those machines be at different discounts from MSRP?

WSCA does not have a preference. State chooses not to answer. Yes.

214. Could WSCA provide the state specific Additional Terms and Conditions?

State specific terms and conditions will be provided by the Participating State if/when the State chooses to sign a Participating Addendum with an awarded vendor.

215. Section 9. Could the information be submitted on an appropriately labeled USB drive rather than a CD?

Yes, as long as the USB drive is appropriately labeled and easily identifiable.

216. Section 3.2.3 indicates that pricing must be provided as a cost per impression. Will a final contract provide procuring entities the ability to simply purchase or lease products standalone with or without services? Or is this simply a per impression services contract?

Contract will provide to simply purchase a standalone device with or without services. Leases will require service and maintenance on the device.

217. Section 3.2.7 indicates that Vendors are requested to offer and provide rentals. If a Vendor only provides leasing options will that impact a Vendor ability to obtain an award?

Yes; see Question #142 above.

218. Section 3.3.1, indicates that a Vendor can offer additional devices at the same or deeper discount. If a Vendor would like to offer all products available, would the Vendor provide those additional device offerings in a price list or simply note that in the response?

See Question #159 above.

219. Section 6.1, Payment. If a Vendor accepts payment terms based on the State Prompt Payment act or as mutually agreed under each Participating Addendum, would that be acceptable or would that be considered an exception?

No, this would be mutually agreed upon when signing PA.

220. Section 1.9 indicates administrative fees are due no later than 60 days following each quarter end. Section 3.5.6.2 indicates administrative fees are due within 30 days of the closing reporting period. Are administrative fees due 30 days or 60 following each quarter end or the last day of the month or 2 months following the end of the quarter? For example: 2Q15 period ending 6/30/2015 – is the administrative fee due: 7/30/15 (literally represents 30 days following the reporting period)? or 7/31/15 (last day of the month following the reporting period)? or 8/29/15 (literally represents 60 days following the reporting period)? or 8/31/15 (represents 2 months following the reporting period)?

See Question #5 above.

221. Section 3.5.6.1 indicates reporting is due within 30 days of the closing of a reporting period, as requested. Does that imply literally 30 days after reporting period or the last day of the month following the reporting period? For example: 2Q15 period ending 6/30/2015 – is the report due: 7/30/15 (literally represents 30 days following the reporting period)? or 7/31/15 (last day of the month following the reporting period)?

Literally 30 days.

222. On the Vendor Information Sheet, may Vendor list 2 separate contacts in the section that asks for a contact for questions/ contact for contract negotiations?

No.

223. Section 3.1 Group E, Digital Duplicator: If Vendor does not respond to Group E, may Vendor still be considered for an award? To our knowledge, there are very few Vendors still offering this technology that would be able to bid this group as well as other groups (A, B, C, F) and segments (like x3-x9).

Vendor must respond to at least one segment within a Group in order to be considered for an award.

224. Section 3.2.3 – Can Vendors propose a more cost effective pricing model than cost-per-impression?

Yes, with an exception noted in Attachment J.

225. Section 3.2.8: Although Vendor's MSRP is published with BLI, Vendor typically discounts off of List price (not MSRP). If Vendor's List price is not published with BLI, may Vendor propose a discount off List price?

See Revisions to RFP above.

226. Section 3.2.8: If the Manufacturer Suggested Retail Price (MSRP) is not provided by BLI, would the manufacture's publicly stated MSRP value suffice?

See Revisions to RFP above.

227. Section 3.4.1.8: 11x17 paper size capacity is required; however less than 5% of customers print and copy on paper sizes 11x17. Would a consideration be included for optional paper size capacities within groups A and B that do not handle 11x17 size paper?

See Question #72 above.

228. Section 3.5.12.3 does not indicate whether the 30 day timeframe is 30 calendar days or 30 business days. Please clarify.

Calendar days.

229. Section 4.4 Vendor Staff Resumes: Based on the number of States Participating, an awarded Vendor may have over 20 or more States Participating with a huge number of staff in a given State supporting agencies throughout a given State and responsible for the performance of the contract. With that in mind what staff resumes would be requested for this RFP response?

Key Personnel responsible for the Master Agreement.

230. Section 5.4.2.5 "Cost-per-Copy programs may be allowed at Customers request. Cost-per-Copy is not required to be offered by Awarded Vendors and will not be evaluated in Vendor's

response.” however the pricing schedules call for cost per copy. The RFP itself calls for a cost per impression. Is there a differentiation between Cost-per-Copy versus cost-per-impression by group (A-C have cost per copy tabs; D, E and F do not).

See Revisions to RFP above.

231. Section 9.1.9 states that a Vendor’s response may be deemed non-responsive if Vendor changes any material RFP language. Does this mean that noting a clarification or exception to a material provision of the RFP will make the response non-responsive?

All clarifications, assumptions or exceptions must be noted only on Attachments B or J of the RFP.

232. Section 9.2.3.4.F, Request for copies of applicable certifications and/or licenses: Please clarify what certifications and licenses are considered applicable to this RFP. For example, does this refer to technical certifications related to the products, or certifications related to the Vendor?

Any certifications and/or licenses the Vendor feels is applicable to their proposal.

233. Section 9.3.3.2 Part IB – does this binder include only Vendor’s confidential information (if any)? If not, please clarify the content for this binder.

Yes, if any.

234. Section 9.4.3.2 Tab II cost proposal – does “Vendor’s response for the cost proposal” refer to the Pricing Schedule spreadsheets?

Yes.

235. Section 9.6.4.1.B, Section 9.6.4.2.B and Section 9.6.4.3.D - May the CDs be packaged in protective sleeves rather than cases?

Yes.

236. Section 9.6.4.3.C states that electronic files must be saved in PDF on the public records CD. What file format (s) should be used for the Master CD and the Confidential Financial CD?

PDF.

237. Section 11.3.4 instructs Vendors to submit a statement that they understand they may be required to negotiate a state’s additional terms and conditions when executing a Participating Addendum. Where should Vendors include this statement?

In Part IA – Technical Proposal, referencing the section.

238. For group "C" devices: Are the wide-format devices intended for technical drawings or marketing images?

The State chooses not to respond.

239. For group “C” devices: Is there consideration as a unique segment, or as an additional class under Group C – “Wide Format Devices” - to include “large” format printers and or plotters with a width size of 24-69 inches?

The State chooses not to respond.

240. For group “D” devices: Can the vendor include multiple devices within each segment (D1, D2, D3) for B&W and color?

Yes.

241. For group “D” devices: If multiple devices are allowed to be included within each segment, can they include both single function and multifunction B&W and color devices?

Yes.

242. Group F devices: Are the speeds listed actually intended to be PPM (pages per minute) or IPM (images per minute)?

See Revisions to RFP above.

243. Group D – Pricing Schedule: Refers to “Printers (B&W and Color) “but only has three subgroups D1, D2 and D3. Are vendors asked to provide both a B&W device and a color device for each PPM category or just a single color device that prints within that PPM range? If only color devices are desired are there no groups dedicated to B/W only Printers?

See Revisions to RFP above.

244. Group D – Pricing Schedule: No tab for vendors to provide cost per copy pricing. Will one be provided? Are vendors to provide a tab for supplies pricing.

See Revisions to RFP above.

245. Can WSCA provide anticipated page volumes by: group, device, and quarter, annual and by device lifetime?

This information is not available.

246. Must Vendor propose a product in each segment to be considered for award of a group?

No.

247. Must Vendor propose every group in order to be considered for award?

No.

248. 2.1 Capital Lease States that Ownership of the property will is transferred to the customer at the end of the lease term. It also states that such leases shall be subject to monthly payment reduction by the Awarded Vendor upon renewal. Q: Please clarify; if the Ownership is transferred upon completion of the lease term, how is a Capital Lease subject to renewal?

See Revisions to RFP above.

249. 3.1 The following Segments shall be utilized to group the various speeds of copiers within Groups A, B, C, D and E. Q: Segment A begins with A3 at 30-39 pages per minute. The Segment A2 with units at 20-29 pages per minute have not been included in this RFP, would you consider adding these back in? Without a broader product line to include the 20 – 29 ppm units, the WSCA contract may not have the appeal of other contracts which offer a wider variety of speed bands. Will there be a solution available for lower speed units (20 – 29 ppm)?

See Revisions to RFP above.

250. 3.2.4 Manufacturer may only submit one response and may not submit multiple responses for any additional brand names. Q: If a manufacturer markets its products through multiple brand names even though they submitted only one proposal, will they be allowed to market the contract through their other brand names?

See Question #69 above.

251. 3.3.1 Awarded Vendors may additional devices and software within each awarded grouping so long as the device meets or exceeds the requirements of the of the RFP. Q: Interactive White Boards are not part of this solicitation but they are considered an input/output device that connects to the MFP product. Can they be listed as an additional device where applicable?

No, see Section 1.5 of the RFP.

252. 3.3.2 During the Master Agreement period, Participating State Contract Administrator may remove a dealer from the list of those designated to service the Master Agreement at any time without further explanation or process Q: In some secondary and tertiary markets a manufacturer may only have a single servicing dealer to provide coverage. If a dealer is arbitrarily removed from the contract this could create serious issues in coverage. Are there reasons that must be stated for the removal? Is there an appeal process available for the dealer? Could WSCA put some stipulations in the contract requiring the State to contact the Manufacturer if issues arise and allow for remedy?

No to all questions.

253. Attachment I – Cost Schedule Q: Group B Color Copiers - it is customary for manufacturers to charge a CPC for Color Copies and a CPC for Black & White copies. On the CPC tab for Group B it looks like you are asking for a blended rate for color and Black and White. Is this correct? Will you accept separate CPC charges for Color & B/W copies? Q: Can WSCA provide instruction or clarity on how you want the pricing sheets completed as these are a different format than the prior RFP 1715?

See Revisions to RFP above.

254. 11.3.2 WSCA-NASPO Administrative Fees Q: In addition to paying admin fees on hardware sales is the manufacturer required to pay admin fees on maintenance and supply revenues collected?

Yes.

255. 3.7.5- Would WSCA consider adding the capability for an ordering agency to obtain software solutions or professional services directly from the local installing dealer of the equipment on an open-market basis if related to an equipment order that results from this contract if permitted and approved by the State Participating Addendum?

No.

256. Section 5.4.2.5 (C.) indicates that no minimum charges may apply when Cost-Per-Copy plans are offered however the industry standard is that a commitment of minimum number of monthly images/prints/copies are needed to offer products and services in this manner. Please clarify the requirement described by this section.

See Revisions to RFP above.

257. Section 5.4.3.5 requires that 11" x 17" impressions must be counted as one impression may result in higher overall rates for service and supplies cost per page although generally agency usage of this size of paper is minimal (about 17% of paper purchased). Please consider revision of this section to allow for a single impression count for letter and legal sized paper while ledger would count as two. Overall, this allows vendors to offer lower rates for the majority (83% of paper purchased) of customer agency impressions which are letter and legal size.

See Question #31 above.

258. 3.5.4.2- Can we offer an hourly charge for "after hours" service, rather than a monthly rate to include "after hours" service?

Yes.

259. How many awardees are anticipated?

Number of awardees will be determined in the best interest of WSCA-NASPO.

260. How will you be evaluating and eliminating bidders from consideration?

See Section 10 of the RFP.

261. Some States have vastly different cost structures, what provisions are being made to allow aggressive pricing nationwide but also allow the contract to be used in states such as Alaska?

This would be addressed in a Participating Addendum.

262. (Section 3.1) Does the State plan to award by Group (i.e. Group A, Group B,...) or by Segment (i.e. Segment A3, Segment A4,...)?

Awards will be made by Group (i.e. Group A, Group B...).

263. (Section 3.1) In order to receive more responses for Group F Scanners, would the State be willing to allow 3rd-party products?

No.

264. (Section 3.2.2) As all customers won't need all services, would the State be willing to make installation, training, MADC as options instead of included in the price in order to provide a lower price?

No.

265. (Section 3.2.2) Would the State consider replacement of 3.2.2 with, "Devices must be manufactured or private labeled by the Vendor. Other devices may be allowed for production (90+ pages per minute), wide format, duplicators, and scanner configurations."?

No.

266. Section 3.2.8 requires the discount to be based upon MSRP published with BLI. For many vendors, BLI publishes "Web rates" versus MSRP. To allow for an apples-to-apples comparison, would the state allow the use of a manufacturer's publicly available site for MSRP if their list price with BLI is not MSRP?

See Revisions to RFP above.

267. (Section 3.4) BLI recommends duplex as a standard requirement of all devices for green initiatives and sustainability. Would the State consider making duplex a requirement for all segments in Group A, B, C, and D?

No.

268. (Section 3.4.1.8) Would the State consider making 11" x 17" an optional feature rather than a requirement for groups A and B in order to give lower cost options?

See Question #72 above.

269. (Section 3.5.7) In order to lower costs, would the State consider making the 1-hour onsite training optional for groups D, E, and F? (Section 3.5.7) This would also decrease the cost for multiple units at the same location, as the customer won't pay for training for each unit.

No, Awarded Vendor would offer a reduced rate if Customer chooses not to include 1-hour onsite training.

270. (Section 3.5.12.1) In an effort to lower the costs, for Groups C, D, E and F, would you be willing to accept an Urban response time as one working day? A 4-hour response could be added as an optional service for those customers who desire it.

No.

271. (Section 3.5.12.1) Under Service Zone (Section 3.5.12.1), please provide a list of locations that meet the definition of "Metropolitan Statistical Area."

The State chooses not to respond.

272. (Section 4.4 / Attachment G) Would the State be willing to accept human resource approved biographies (which contain all details with the exception of references) instead of the Proposed Staff Resume provided in Attachment G?

No, all vendors must submit as instructed in the RFP.

273. (Section 5.4.2) Would the State allow purchase as a financial vehicle option? This would allow WSCA/NASPO customers to retain the option to purchase?

Yes.

274. (Attachment I) In order to ensure consistent responses from Vendors on Group D, would the State please revise the worksheet to allow for a monochrome device and a color device for each segment?

See Revisions to RFP above.

ALL ELSE REMAINS THE SAME FOR RFP 3091.

Vendor must sign and return this amendment with proposal submitted.

Vendor Name: _____

Authorized Signature: _____

Title: _____ Date: _____

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal.



SUBJECT: Amendment 2 to Request for Proposal 3091
RFP TITLE: Copiers, Printers and Related Devices
DATE OF AMENDMENT: July 31, 2014
DATE OF RFP RELEASE: June 10, 2014
OPENING DATE: **August 20, 2014**
OPENING TIME: **2:00 PM**
CONTACT: Shannon Berry, Assistant Chief Procurement Officer

The following shall be a part of RFP **3091**. If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

Revisions to RFP:

Section 3.4.1.7:

Paper Supply equal to or greater than:

- A. One (1) paper drawer for Segments **2 & 3** Desktop copiers;

Section 3.4.2:

3.4.2.9 Windows Embedded Standard 7 Controller.

Section 3.4.3.8:

3.4.3.7 Must include network connectivity; ~~and~~.

~~3.4.3.8 Multi-functional devices must copy, scan, and fax (or e-fax).~~

Section 5.4.2 Leasing, Rentals and Short-Term Rentals

Awarded Vendors ~~shall~~**may** offer, according to each Participating Addendum, a minimum of the following financial vehicles, as defined within the resulting Contract at the following terms:

Financial Vehicle	Standard Terms Offered
Fair Market Value Lease Operational Lease Non-Cancelable Rental Capital Lease	36, 48, 60 Months
Cancelable Rental	24, 36 Months
Short Term Rental	Up to 18 months

Section 9.2.3.4

E. ~~Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.~~ Provide a list of all vendor license agreement including hardware/software maintenance agreement. Copies of all agreements should be available upon request by the Lead State or Participating Entity.

F. ~~Copies of applicable certifications and/or licenses.~~ List any other applicable certification and/or licenses, which shall be available upon request by the Lead State or Participating Entity.

Attachment I - Cost Schedule:

Below are updated Pricing Schedules for each Group. Pricing for each proposed group must be provided as requested using these updated spreadsheets.

Group A Pricing Schedule



ATTACHMENT I -
NEW Group A Pricing \$

Group B Pricing Schedule



ATTACHMENT I -
NEW Group B Pricing \$

Group C Pricing Schedule



ATTACHMENT I -
NEW Group C Pricing \$

Group D Pricing Schedule



ATTACHMENT I -
NEW Group D Pricing \$

Group E Pricing Schedule



ATTACHMENT I -
NEW Group E Pricing S

Group F Pricing Schedule



ATTACHMENT I -
NEW Group F Pricing S

Second Set of Questions and Answers to RFP:

1. Regarding “operational” leases, some customers will want to utilize this leasing type, but also will want a buyout option. Please confirm if approved by the state during the Participating Amendment process that we able to offer an “end of term” buyout option for this leasing type.

Our definition of Operational lease is used to acquire devices on a relatively short term basis with no benefit of ownership to the lessee; no equipment buy-out will be considered.

2. We understand that PO’s for software only can be submitted for existing equipment, unless restricted by a participating state or entity, however some customers will want to finance this purchase given budget conditions. Please confirm that we are able to offer this option if requested by the customer and allowed for by the Participating State

Yes, as long as the contractor provides the financing mechanism.

3. Regarding the Model PA, once WSCA issues an initial version will vendors be allowed to add additional elements to the Vendor Specific Model PA in order to clarify certain points? Please describe how WSCA will distribute or make available the Vendor Model PA once completed.

Awardees will work with WSCA-NASPO on the structure of "their" model Participating Addendum. Once a Master Agreement has been fully executed, WSCA-NASPO will send the awardee a "model" Participating Addendum to work with.

4. We understand vendors are to maintain timely and accurate invoicing. Furthermore, that the Service Level Agreement [SLA] is meant to be a model and that vendors are to offer their own specific SLA on a state by state basis. Please confirm that establishing a billing cure period, allowing a vendor time to address billing issues, is also an element that may be established through the Participating Amendment process.

Yes, if agreed to by the Participating Entity.

5. Attachment D, Vendor Certifications, Section 4 States, “All proposal terms, including prices, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, will remain in effect throughout the contract negotiation process.” We understand that the proposal must remain firm for 180 days but are confused by the phrase “throughout the contract negotiation process” as the negotiation process could cause either party to adjust a term or condition. Please elaborate on what is meant here.

The State and WSCA-NASPO choose not to respond.

6. Regarding the purchase of software, some customers wish to acquire software to enhance a current process and potentially acquire equipment at a later date. Please confirm that customers are able to purchase software in this way if approved by the participating state.

No, software must be purchased with new or existing equipment only.

7. The first tab in the pricing sheets for each group refers to “list pricing”. Is this a request to list the MSRP for those products or a request to identify “WSCA End User Pricing” once it has been discounted from MSRP?

MSRP pricing; see Revisions to RFP.

8. Most customers that purchase scanners, request that the entire engagement which may include scanning, a fleet of MPS's, etc, be centrally billed and maintained through a single vendor. Centralized billing and providing a single point of contact for service reduces the cost of conducting business which is important in the climate of shrinking budgets. On a practical level, it makes sense to treat Scanners similar to Wide Format units, and allow vendors to offer non-private labeled units as part of their bid response. This will also increase competition for scanners resulting in better prices for WSCA. We respectfully request that the RFP allow for non-private labeled scanners to be offered.

No.

9. The new lease charts, in the Group Excel Pricing sheets, show cells for only 18, 24, 36, 48, 60 months rates. First, is it WSCA's expectation that the 18 month rate only apply to the short term rental? Second, do all other options (24 through 60 months) apply to the five other financing options? Third, given that the updated price sheets have reduced the number of monthly terms, eliminating individual months, is there any guidance as to how vendors are suppose to calculate a coterminous monthly rate when customers add accessories? Or is this simply negotiated with an individual customer?

Yes. Yes. State and WSCA-NASPO choose not to answer. This needs to be negotiated with the individual customer.

10. Short Term rentals may be used or refurbished. Used equipment is based on availability and thus is priced at the time it is required. Is it WSCA's expectation to receive pricing for short term rentals at the time of bid submission or is this something we furnish upon request in the future?

Submit pricing for short term rental of new equipment with proposal. Used or refurbished pricing will be provided to the Customer upon request.

11. Section 5.4.2.3 - “Leases may be bought out and devices returned to the owning lessor, although fair market value, operational, non-cancelable rentals and capital leases will be subject to a termination charge. The termination charge may not exceed the balance of lease payments...” When customers decide to terminate a lease agreement, there may be past due amounts. Please confirm that any applicable past due amounts, as well as, balance of lease payments be included as the final termination charge is calculated.

Yes.

12. Section 3.5.5.2 – “If the Customer or WSCA-NASPO has reason to believe that multiple and systemic billing errors exist, that cannot be corrected to the Customer’s or WSCA-NASPO’s satisfaction; the Customer or WSCA-NASPO may require an audit by a third party. If errors are found, the Awarded Vendor must reimburse the Customer or WSCA-NASPO for the cost of the auditor as well as correcting any billing errors.” Auditing is an important subject to both a customer and the vendor. Please confirm that we are able to address this process and any applicable audit parameters during the Participating Amendment phase with each individual state.

Any changes to the Model Participating Addendum must be approved by the Participating Entity.

13. As an entity, we are a wholly owned subsidiary of our parent company but offer WSCA Group C equipment which our parent does not. They will be looking to submit a bid for different equipment. Because our equipment offerings are different, our sales organizations do not sell each other’s products and our service departments are different we are looking to submit separate offers. Given the constraints of paragraph 3.2.4 is this acceptable to WSCA?

No.

14. 3.2.3 - Can this requirement for cost per impression be take off for scanners?

If the specification does not apply, indicate as such.

15. 3.5.7 - Will manufacture be required to train on sight for scanners or can it be done on line?

Contractors must offer one hour free onsite training; however, participating entities may negotiate training parameters for the order.

16. In regards to Attachment D Section 31 and WSCA’s response to question 40, vendor asks that WSCA clarify this response to state that the Section 31 applies to the Purchasing Entity when the Purchasing Entity has purchased the product in contrast to leasing the product.

The State and WSCA-NASPO choose not to respond.

17. In regards to Attachment D, Section 28, Standard of Performance and Acceptance, will WSCA allow billing to commence during the acceptance period.

The State and WSCA-NASPO choose not to respond.

18. In regards to Attachment D, Standard of Performance and Acceptance, how will acceptance be communicated?

The State and WSCA-NASPO choose not to respond.

19. Section 4.1.1 requires vendors to identify the “Location(s) of the office that will provide the services described in this RFP:” As the location(s) will depend on the agencies and states participating, which locations should we identify?

All fifty states and the District of Columbia.

20. Section 4.1.1 requires vendors to identify the “Location(s) from which employees will be assigned for this project.” As the location(s) will depend on the agencies and states participating, which locations should we identify?

See Question #19 above.

21. Section 4.1.1 requires vendors to identify the “Number of employees locally with the expertise to support the requirements identified in this RFP.” As the location(s) will depend on the agencies and states participating, which locations should we identify?

See Question #19 above.

22. Response to question #66 of the WSCA Amendment 2 states that remanufactured equipment may be proposed as additional offerings only. We respectfully express a concern with remanufactured equipment being included in any respect on this contract as this likely will risk the overall quality of this contract as well as the high standards set by WSCA/NASPO. This decision will open the door for a decline in customer satisfaction as, even though there is a definition of remanufacture stated in the RFP, the actual remanufacture process can vary greatly resulting in product inconsistency and reliability. We have encountered this enough to know it is very problematic.

The State and WSCA-NASPO choose not to respond.

23. The Updated Group A Pricing Exhibits only go the Segment A5, yet the Configuration Cost exhibit is asking for Segment A6 and A9 which no longer exists. Please advise.

See Revisions to RFP above.

24. Both updated Groups A & B Configuration Cost Exhibits request Color/B&W for the requested segments. Does this imply we are to configure only combined B&W/Color machines? It seems that, at the very least there should be a mix allowing for B&W or Hybrid Color products or one of each. Please advise.

See Revisions to RFP above.

25. The clarification to 3.3.1 and Q&A response #49 Response #49 Attachment I, All Groups – If a vendor does not have a machine to bid in a segment at the time of the bid opening, but introduces a machine that meets the specifications and speed after award, will they be permitted to add that device to the contract? The response to this question states a product can be added in a segment not originally bid. As long as the vendor was awarded the Group; see Section 3.3.1 of the RFP 3.3.1 Additional Offered Devices and Software Awarded Vendors may offer additional devices and software within each awarded grouping so long as the device meets or exceeds the requirements of the RFP and subsequent contract; and meets or exceeds the discount of the bid device or software within the same grouping and segment. Any such additional device offering will be subject to review and approval by the Lead State Contract Administrator and Participating State Contract Administrator. It seems the answers above are contradictory. For example we are awarded Group A, but did not have a product that fit into Segment A5, but shortly after the award a new product was announced that is appropriate for Segment A5. Answer 49 above implies we may do so, but 3.3.1 also states it must meet or exceed the discount of the segment. May we bid a discount for a segment and include a product

after the award? This is a quite important to clarify given a five (5) year contract and the rapidly changing technologies and subsequent pricing elements. It is important to ensure all products within a portfolio can be added throughout the five (5) years and at the same time ensure WSCA achieves a competitive price point.

If a contractor is awarded a group, they may add additional items to the various segments of that group as long as it meets the minimum specifications in the original RFP.

26. Page 28, Section 3.4.7.2 Could Vendors provide a link to the manufacturer website for published specifications or would you like it from a 3rd party vendor (i.e. BLI) where there has to be a login to view specifications?

Third Party.

27. Previous WSCA Question #146 To further clarify, would spot reductions at the time of sale be considered a special price promotion?

Yes.

28. Previous WSCA Question # 42 To further clarify, Could Vendors propose multiple makes and models in different segments at different discounts or the same discount when adding products at a later date?

The State and WSCA-NASPO choose not to respond.

29. Page 50, Section 9.2.3.4 F Are Vendors required to provide all software license agreements in order to place software on the contract or can these agreements be provided after contract award?

See Revisions to RFP above.

30. In Section 2, Definitions, of the Master Terms and Conditions (Attachment D), and under Description on Page 12 of the RFP In Section 2, Definitions, of the Master Terms and Conditions (Attachment D), and under Description on Page 12 of the RFP, can the definition of "Intellectual Property" be limited to United States intellectual property rights, thus excluding foreign IP rights? Contract performance, including the sale of products and services to Purchasing Entities, will be provided within the United States only, and without this modification, the Contractor's infringement indemnification obligations become extremely broad. We would like to propose WSCA change the language to include: "Intellectual Property means any and all United States patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein."

The State and WSCA-NASPO choose not to respond.

31. Section 14.a of the Master Terms and Conditions (Attachment D) Can the Contractor's indemnification obligations specified therein apply only to the extent of the fault of the Contractor or its agents, i.e., negligence or willful misconduct? Otherwise, such obligations on the part of the Contractor are extremely broad. We would like to propose WSCA change the language to include: "The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State, Participating Entities, and Purchasing Entities, along with their

officers, agents, and employees as well as any person or entity for which they may be liable, from and against third party claims, damages or causes of action (“Casualty Claim”) including reasonable attorneys’ fees and related costs for any death, injury, or damage to property to the extent arising from negligent act(s), error(s), or omission(s), or willful misconduct, of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement."

The State and WSCA-NASPO choose not to respond.

32. Section 10, Defaults and Remedies, of the Master Terms and Conditions (Attachment D) There are provisions for Lead State's recovery of liquidated damages in case of default by Contractor. As an example, Section 10.c. (3) states: "Impose liquidated damages as provided in this Master Agreement." As there are no other references to liquidated damages in the other Sections of the Master Agreement, can such reference to liquidated damages be removed?

The State and WSCA-NASPO choose not to respond.

33. Master Terms and Conditions (Attachment D) Can a provision consistent with industry standard be added to the Master Agreement which disclaims the recovery of consequential damages with respect to claims arising under the Agreement? We would like to propose the following language: "IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER THE TERMS OF THIS AGREEMENT FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY KIND, REGARDLESS OF WHETHER SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES."

No.

34. Page 28, Section 3.4.7.4 Would WSCA consider changing this requirement for speeds of over 160+ ppm as this is not an industry standard requirement for these devices?

No.

35. Page 63, Section 11.3.3 Will WSCA-NASPO users be allowed to submit orders for all procurement options (Lease, Purchase, etc.) via the eMarket Center?

All options are presumed available.

36. Page 63, Section 11.3.3 Can the bidding vendors receive a sample of the preconfigured content management spreadsheet during the bidding process?

No.

37. Page 63, Section 11.3.3 Can any documents be provided during the bidding process regarding implementing a punchout solution?

No.

38. Page 63, Section 11.3.3 What system would vendors be pushing data to if a punch-out solution is utilized?

SciQuest is the company that currently hosts the eMarket Center platform.

39. Page 63, Section 11.3.3 How will the Vendor receive the Purchase Orders that are submitted via the eMarket Center?

cXML or fax.

40. Page 42, Section 5.4.1 Would WSCA Consider updating this section to include the following updates: All lease factor quotes must be quoted as a decimal multiplying factor in such a manner that the purchase price may be multiplied by the lease factor to arrive at the resulting monthly payment including any taxes that are the responsibility of the Awarded Vendors. Awarded Vendors may update all lease rates on a quarterly basis for changes in the financial markets. The lease factors shall be adjusted (increased or decreased) by .00011 for every cumulative increase/decrease of 20 basis points in the like term US Daily Treasury Yield Curve Rates since the previous change in the lease factor, or since the [Effective or Initial Date]. An Awarded Vendor shall update its dedicated contract website to reflect this change. Yield Curve Rates with a fixed margin as of the last publishing date of each Calendar Quarter (as published at <http://www.ustreas.gov/offices/domestic-finance/debt-management/interest-rate/yield.shtml>) The Lead State Contract Administrator and the Participating State Contract Administrator must be notified of such changes 30 days prior to the inception of any rate changes. The Vendor must, within their RFP response, describe:

No.

41. All Price Attachments I (A-F) under the “Leasing Rates Tab” Please further clarify what is required under "Difference in rate for Fixed Rate"?

See Revisions to RFP above.

42. All Price Attachments I (A-F) under the “Configuration Cost Tab” In the Configuration Cost Tab, the segment names/format does not match the segment names/format in the other tabs. Could WSCA revise the segment names/format to match the segment names/format that are outlined in the other Tabs to be accurate and consistent?

See Revisions to RFP above.

43. Page 45, 5.4.5 Software Could you please clarify what “Updates” would be inclusive?

All.

44. Page 21, Section 3.2.3 and Page 44, Section 4.4.3.3 We would like the following language to be added to this section: “Consumables Inclusive service includes replenishment of consumables specified on the face page for exclusive use with the Equipment. Vendor may terminate this Agreement if you use the consumables in a different manner. In the event your toner usage exceeds by more than 10% the published manufacturer specifications for conventional office image coverage, as determined by Vendor, Vendor may invoice you for such excess usage. You may purchase additional toner from Vendor if required during the term. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain Vendors property and shall be returned promptly upon termination of this Agreement.”

No.

45. Previous WSCA Question 137 The previous WSCA question 137 refers back to an answer on 153, however, the answer on 153 does not answer 137. On the current WSCA contract you offer high speed devices that are printer centric and that do not include a RADF by definition. We respectfully request the RADF for Segment 9 be optional is it would not allow this product category of high speed production printing to continue to be offered on the new contract.

If the specification is not appropriate for your segment submission, mark "N/A".

46. Pricing Schedules A, B and C, List Pricing Tab, Software Options, Advance Scanning Software and Advance Scanning Interface Software Please clarify the requirements and capabilities for Advance Scanning software and Advance Scanning Interface software.

The State and WSCA-NASPO choose not to respond.

47. Pricing Schedules A, B and C, List Pricing Tab, Software Options Simple Account Software and Advance Accounting Software Please clarify the requirements and capabilities for Simple Account Software and Advance Accounting Software.

The State and WSCA-NASPO choose not to respond.

48. Pricing Schedules A, B and C, List Pricing Tab, Software Options Software can includes a very significant number of line items that could encompass multiple pages. Please confirm if for the software you want additional lines added or a separate worksheet.

The State and WSCA-NASPO choose not to respond.

49. Section 3.4.3.6: In Amendment 1, the State adjusted 3.4.3.6 to have the paper capacity up to 11" x 17" in Printer Group D. Would the State revert to the original specification of "up to 8-1/2 x 14". According to International Data Corporation (IDC) research, only 2.35% of page volume is 11 x 17. Government users with printers primarily print letter and legal size documentation, and if there is a need for 11 x 17, they then send that job to the copier for the rare occasion. Print users, as opposed to copier users, normally have one tray with 8-1/2 x 11, and may use a secondary tray with 8-1/2 x 14. The specification of 11 x 17 could be added as an option.

No. Specifications state "up to".

50. Group D Pricing Schedule: This RFP has included "purchase" as an option to acquire printers and copiers. Tab 2 of the Group D Pricing Schedule has Discount from MSRP. Is this calculation the purchase price? Would it be possible to add an extra column to the pricing file to avoid confusion?

Yes.

51. Group D Pricing Schedule: The WSCA/NASPO PC and Peripherals contract allowed supplies to be purchased as well. Would the State consider adding supplies/consumables for purchase to the contract? A discount for supplies could be added to the price sheet for Group D.

No.

52. Section 5.4.2.3 – Although in Q/A #84 it states that the termination cap applies only to “service & supply base” one could read it to mean the buyout amount is limited by the cap on the financed amount. Can this section can be written to read: ““All leases may be bought out to return to the Successful Vendors and devices returned to the owning lessor, although operational, fair market value, non-cancelable rentals and capital leases will be subject to a termination charge. With respect to leases, the termination charge may not exceed the balance of lease payments and with respect to service or maintenance agreements or obligations, the termination charge may not exceed more than four (4) months service and supply base charges or 25% of the remaining term whichever is less.”

No.

53. Q/A #6 – Subject to the requirements of the warranty, the lemon clause, or any cancellation terms allowed for in the Master Service agreement, can the equipment under lease can only be rejected prior to acceptance but once accepted and a delivery & acceptance certificate is signed, there can be no rejection of the equipment? Could this be incorporated into the PA’s?

Refer to amendment 1.

54. Q/A #67, re Page 14, what is the minimum term that may be offered under Operational Leases?

24 Months.

55. Q/A #93 – (see also Q/A #58 and #207); if the vendor/leasing company inserts leasing terms in the PA does this mean that the States can issue a PO off the PA which has lease terms within it? Does this mean that no lease forms will be signed but only lease terms and conditions built into the PA and then PO issued by end user?

No, unless determined by the Participating Entity.

56. Q/A #120 –Are we able to assign, solely for financing purposes, the rights, title and interest to the equipment, the right to collect payment and the right to receive payment, but keep and continue to perform the service obligations under your s/m agreement and the WSCA terms and conditions?

No.

57. Generic Question: Who is responsible for the payment of personal property taxes on leases?

It will vary by lease type.

58. Page 46. Section 5.4.2.9 The Awarded Vendor may offer to Customers an upgrade/downgrade option for device placed. Such upgrade/downgrade options must afford a Customer the option of upgrading or downgrading a portion of device under a lease or rental without penalty. Question: is the intention to up/downgrade units that are over/under utilized? Also would the entity buy out the current unit and roll the payment onto the new unit?

The State and WSCA-NASPO choose not to respond.

59. Question #93 asks: "Are vendors able to submit their own leasing forms, as part of the bid submission, and if approved by the participating state, use the approved form as ordering

documentation." The response to that was "No". What is the intent of that "No" response? Was it to indicated that it's up to the Participating Entity to outline that in the PA and for the Participating Entity to decide if that's how it will work or was that response to mean that a lease document is not to be used and this would be like a PO submitted as the lease document type of set up?

The State and WSCA-NASPO choose not to respond.

60. Section 3.4.3.8 states that multi-functional machines which copy, print, scan, and fax are acceptable submissions under the printer group D. However in the Questions and Answers, #133, states that A-4 devices cannot be submitted as printers. Could you please clarify?

See Revisions to RFP above.

61. Section 3.3.6, Device Inspection/Testing/Acceptance: If a procuring entity simply purchases Product can the Vendor propose language to cover acceptance for purchases since procuring entities typically do not provide acceptance. Also, if a procuring entity selects the leasing option, leases have an acceptance document that is required in order to start the lease. Can that be considered the acceptance for leasing?

The State and WSCA-NASPO choose not to respond.

62. Given that the new contract will be the primary vehicle for transactional copier, printer, and multifunction devices would there be consideration to amend the 11x17 paper size requirement? Category A & B if amended to include devices that do not support this paper size but include multifunction capabilities would provide an opportunity for entities to procure products that offer platforms superior in performance, workflow solutions and significantly lower consumable costs. Supportive benefits also would include device manageability, reduced footprint, and environmental benefits. As a suggestion Group "A" could include B/W, Color/B&W and Color/B&W MFP.

No.

63. Section 3.4.1.2 – For walk-up or convenience copy jobs: finishing options are not generally required, making Margin Shift a less important feature. Can the Margin Shift requirement be removed from Convenience Copiers (Group A)?

No.

64. Sections 3.4.2.4 & 3.4.2.5 - Many customers do not require two media sources, and many GIS customers require larger prints that cannot be achieved in products with two media sources (i.e. 60"). Would it be possible to have this requirement removed and included as an option instead?

No.

65. Section 3.4.1.8 - Given that the new contract will be the primary vehicle for transactional copier, printer, and multifunction devices would there be consideration to amend the 11x17 paper size requirement? Category A & B if amended to include devices that do not support this paper size but include multifunction capabilities would provide an opportunity for entities to procure products that offer platforms superior in performance, workflow solutions and significantly lower consumable costs. Supportive benefits also would include device

manageability, reduced footprint, and environmental benefits. As a suggestion Group “A” could include B/W, Color/B&W and Color/B&W MFP.

No. See Question #62 above.

66. Section 5.4.2, Leasing, Rentals and Short Term Rentals (original RFP): This section states that at a minimum the following financial vehicles shall be offered. [Emphasis added]. Does this mean that rental offerings are required for a compliant RFP response? Vendors were notified at the NASPO Marketing event that this RFP would replace the Printer/MFD band for the WSCA-NASPO Computer contract; a rental requirement would eliminate the competition currently available on the 2009-2014 WSCA-NASPO Computer for vendors that do not have a rental option.

See Revisions to RFP above.

67. Section 5.4.2, Leasing, Rentals and Short Term Rentals (original RFP): This section notes a minimum requirement to include rentals. Would the State consider a response compliant if leasing is proposed without rental offerings?

See Revisions to RFP above.

68. In Section 5.4.2.8: Is it the intent of WSCA NASPO that the OEM vendor/manufacture bidding must also be the financial Lessor for all financial lease transactions? Can an OEM propose, without risk of the bid being deemed non-responsive, for participating end user(s) to establish a separate financial lease contract directly with a 3rd party financial institution instead of with the OEM awarded the Master Agreement? In Section 5.4.2.8, is it the intent of WSCA NASPO to have the vendor/manufacture be the Lessor for all transactions or would it be possible for a participating end user to sign a lease contract directly with a Lessor and not the manufacturer?

No.

69. Section 5.4.2.8 - If an Awarded Vendor has a separate Financial Subsidiary or Company that handles leasing transactions, can that Vendor propose that option for the purposes of this RFP and subsequent Master as approved by each Participating State?

Yes.

70. The Scope of the RFP indicates that MPS is excluded, interpreted to mean Managed Print Services. Will WSCA-NASPO continue the separate, State of New Mexico led WSCA-NASPO Managed Print Services Master Agreement (reference: 20-000-00-00040A-F) beyond the initial contract term expiration of August 31, 2015? Can a bidding OEM for RFP 3091 include an option for Managed Print Services, without risk of being deemed non-responsive?

No.

71. Generic Question: Can we negotiate / provide alternate pricing based on direct cost differences/adjustments required for Hawaiian installations?

No.

72. Generic Question: Will the State / user entity provide casualty insurance (risk of all or partial loss) while the equipment is in its possession?

No.

73. RFP Document Page 23, 3.3.6 Will the State / using Agency (Lessee) sign an acceptance certificate on receipt of the equipment to complete our transaction documentation?

The State and WSCA-NASPO choose not to respond.

74. Re question 31: Because 11x17 documents are to be treated as a single click, and 11 x 17 can use significantly more toner than normal, in order to keep regular pricing competitive, can the vendor reserve the option to bill for toner usage that far exceeds industry norms?

No.

75. Attachment D, 19, License of Pre-Existing Intellectual Property - This is highly unusual when it comes to software. Software licenses are not royalty free and there will be a big pushback anytime we present IP rights and usage to a 3rd party vendor. Please delete the words "royalty-free". Software license agreements with third party vendors are not 'royalty-free'. In addition, please remove the words "Intellectual Property" and change to read to "software".

The State and WSCA-NASPO choose not to respond.

76. RFP Document, Page 41, Section 5.3.3 - Can vendors charge for installation of co-term accessories? Adding an additional accessory after the initial installation would require an additional trip and technician time to install. Most accessories are at a low cost and may result in a loss for the vendor.

To be negotiated with the Purchasing Entity.

77. Group C - Typically on Wide Format equipment paper is available as an option. Per the RFP paper is not to be included. Does this mean we cannot bid paper at all, even as an option? If not, what do we advise the customers to do when they need paper, go open market?

No, paper is not included in this RFP. The Customer determines their own process for purchasing paper.

78. RFP Document Page 20, 3.1 Segments - Are the "Speed in Pages Per Minute" for Group A&B Color/B&W the minimum ppm for black and white or the color ppm? Some color models have different black and white vs color speeds.

Color.

79. RFP Document Page 26, 3.4.1.7 (c) – Please clarify if this needs to be 4 drawers OR 2,000-sheets or 4 drawers AND 2,000-sheets. And/or does not make sense. We recommend you make it just based on the 2,000-sheet paper capacity.

The State and WSCA-NASPO choose not to respond.

80. Amendment 1 - Section 3.1 Segments - We appreciate WSCA recognizing the need to separate Convenience Copiers vs Production Copiers. However, throughout the industry Print Production machines start at 60ppm for Color. In fact, most manufacturers do not have color machines, or many at all, above 90ppm. It is important for WSCA to add additional speed segments to Group B so that there are as many products available on this contract as possible.

Recommendation: Group B
Segment B3 - 60-69
Segment B4 - 70-79
Segment B5 - 80-90

No.

81. Amendment 1 Question 29 - As stated in the bid under Section 5.4.2.5 this is not evaluated or required. There is just enough time to complete all the WSCA price sheets, but this is a whole other pricing program, as if we are doing 2 completely different bid pricing structures in 1 RFP.

Per 5.4.2.5, D - This program should be specifically addressed with the State in their PA. There are very few States that use this program, but if more than 1 does want this program, their volumes, models, structure would more than likely not be the same from state to state. Also, under A it states we are to disclose the pricing methodology to the Customer.

Why would WSCA require us to complete these additional pricing sheets in our original bid in order to be considered for it later, especially since it's not evaluated? There is just enough time to complete all the WSCA price sheets, but this is a whole other pricing program, as if we are doing 2 completely different bid pricing structures in 1 RFP. We strongly suggest having the vendor submit in their proposal their willingness to offer an all-inclusive cpc program upon request via PA be acceptable, then we would provide the pricing for that specific State at that time. It does not appear as if the all-inclusive cpc price sheets were prepared with the intent of having the vendors complete them for the August 20th deadline. Please confirm this will be handled at the time of PA.

If the requirement to bid this upfront remains, then we will need to know the following information asap and will need additional time to complete the proposal, therefore an extension will need to be granted:

- a) What are the target volumes we should bid, as in the past the State's that use this program have set the volumes for all the vendors?
- b) We will need the terms and conditions surrounding the all-inclusive cpc, as this is necessary to determine pricing.
- c) What are the monthly volume ranges? Vendors would not determine what the States monthly volume ranges are? Even if the vendor chooses their own Target Volume, in no case would they ever determine the states monthly volume ranges for each segment.

The State and WSCA-NASPO choose not to respond.

82. Amendment 1, Page 2, Section 3.1 Segments - There is no longer an A6 & A9, however the price sheets still have these segments under the Configuration Cost. This needs to be revised.

See Revisions to RFP above.

83. Amendment 1, Page 13, Question 39 - As it was written originally, the survivability clause (3.3.10) seemed to apply to in place leases (i.e. “placements”) that had not reached their initial term when the Master contract expires. Which made sense. This clarification that has been provided is confusing. Are you saying now that if the Master Contract expires, for example, on 11/30/2019 that a State PA can survive beyond that date? How is that possible? This clause should only relate to in place leases continuing until they reach term, even if the contract expires.

The State and WSCA-NASPO choose not to respond.

84. Amendment 1 – Now that there is a new segment (A2), will you be updating the Device Configurations 3.4.1.7 to include Segment 2 specifications (should be the same as segment 3).

See Revisions to RFP above.

85. Amendment 1, Page 13, Question 42 - Since we may offer different discounts and add columns in each segment, can we also offer different maintenance pricing in the same segment and add columns to correspond with those same machines (i.e. 45, 55, 65 ppm hardware and maintenance can be different discounts and maintenance rates in the same segment)?

The State and WSCA-NASPO choose not to respond.

86. Amendment 1, Page 15, Question 57 - We understand that we must meet the requirements of 3.7.4.3, but this did not address our question. Can we charge for this service, and where do we include this pricing in our proposal?

No.

87. Amendment 1, Page 21, Question 93 - Answer states we are not to include our lease forms. However, page 59, 11.1.6 states that we must include our proposed lease purchase agreements and that the omission of these documents renders a proposal non-responsive. Since this has serious ramifications, it’s important that you are clear on this. Do we include our lease purchase (i.e. lease forms) with our bid submission or not?

Amendment 1 answer to Question #93 changes this requirement.

88. Amendment 1, Page 24, Question 112 - Did not address question. It states we must propose pricing. Where do we propose pricing for this service?

Contractor may put proposed pricing in price sheets under additional options and identify as such.

89. RFP Document, Section 5.4.2.3 – Although in Q/A #84 it states that the termination cap applies only to “service & supply base” one could read it to mean the buyout amount is limited by the cap on the financed amount. Can you please revise this section can be written to read: ““All leases may be bought out to return to the Successful Vendors and devices returned to the owning lessor, although operational, fair market value, non-cancelable rentals and capital leases will be subject to a termination charge. With respect to leases, the termination charge may not

exceed the balance of lease payments and with respect to service or maintenance agreements or obligations, the termination charge may not exceed more than four (4) months service and supply base charges or 25% of the remaining term whichever is less.”

The State and WSCA-NASPO choose not to respond.

90. Amendment 1, Question 6 - Can equipment under lease only be rejected prior to acceptance but once accepted and a delivery & acceptance certificate is signed, there can be no rejection of the equipment? And incorporate this into the PA?

The State and WSCA-NASPO choose not to respond.

91. Amendment 1, Question 93 - "Are vendors able to submit their own leasing forms, as part of the bid submission, and if approved by the participating state, use the approved form as ordering documentation." The response to that was "No". What is the intent of that "No" response? Was it to indicate that it's up to the Participating Entity to outline that in the PA and for the Participating Entity to decide if that's how it will work or was that response to mean that a lease document is not to be used and this would be like a PO submitted as the lease document type of set up?

The State and WSCA-NASPO choose not to respond.

92. Amendment 1, Question 120 - Can the vendor assign, solely for financing purposes, our rights, title and interest to the equipment, the right to collect payment and the right to receive payment, but keep and continue to perform the service obligations under your s/m agreement and the WSCA terms and conditions.

No. See Question #56 above.

93. Amendment 1, Question 207 - What is the intent of that response regarding the question whether WSCA will accept under financing terms the lease documents taking precedence? What if a PA states that an entity can enter into a separate stand-alone lease agreement or that the lease takes precedence, would that not be acceptable?

No, it is not acceptable.

94. RFP 3091-11.4.2.8-Delivery, Inspection: Acceptance, Risk of Loss-Page 70 - Paragraph states- Contractor agrees to deliver the goods as indicated in the Contract, and upon acceptance by the State, title to the goods shall pass to the State unless otherwise states in the Contract.

Please change to read- Contractor agrees to deliver the goods as indicated in the contract, and upon successful delivery **and installation, the State shall accept the goods and** title shall pass to the state. **The customer may not unreasonably withhold acceptance once the machine has been installed and invoicing can begin upon installation.**

The way this is written is rather open ended and we would like it to be better defined

No.

95. RFP Document, Acronyms Definitions 2.1-Service Zones; Page 17 - *Please allow the following changes to the Service Zones- We need to better define rural and remote. "Outside" of 60 miles*

needs to have a define maximum. A remote area may have roads but may be too far for a vendor to reach within 4 hours or even 1 day.

Urban- Within a 60 mile radius of closest Service Base Location, within 60 miles of the State

Capital or within 60 mile radius of a Metropolitan Statistical Area.-No change requested
Rural-~~Outside~~Within a 60-120 mile radius from closest Service

Base Location, ~~the State Capital or a Metropolitan Statistical Areas.~~

Remote- Areas inaccessible via road from any Urban

or Rural Service Zone regardless of distance

or 120 miles from nearest servicing location.

We cannot guarantee service, service response times or uptime for remote areas as described above.

- a. 3. 3.5.12.3 Timeliness of Service RFP 3091 Page 33 of 99 Please Allow Language in Blue as this is standard industry practice-
- b. Urban Response Time-“Average” of 4 hours
- c. Rural Response Time-“Average” of 1 working day
- d. Remote Response Time-“Average” of 4 working days.

No, to all of the above.

96. RFP Document, 3.3.4-End of Term Notification, Page 22 - Please allow the following changes- Successful Vendors must notify a Customer in writing in 60-90 ~~90 days~~ prior to the end of any financing term or Service and Supplies term. Please note that this is a manual process for most vendors.

No.

97. RFP Document, 3.5.12.2 Service and Timeliness of service, Page 33 - Add language in blue 3.5.12.2 New orders for devices must be installed by the Awarded Vendor within 30 calendar days of order placement. Software related to the device must be installed within five (5) working days of the device installation. Excess installation time may be afforded by the Customer. Orders for equipment will be installed within 30 days of vendor’s receipt of the purchase order. Installation times may be slightly longer for Hawaii and Alaska or very remote locations

No.

98. RFP Document, 3.5.12.3, Page 33 - Please add language in blue- Moves, equipment pickups and equipment trade-ins must be accomplished in 30 days of receipt of request. Times may be longer in Alaska, Hawaii or very remote locations

No.

99. RFP Document, 3.3.7.2 Order of Precedence, Page 23 - Please allow the following revision to the Order of Precedence
- i. (Was F in RFP) Contractor's response to the Solicitation RFP #3091, as revised (if permitted) and accepted by the Lead State
 - ii. (Was A in RFP) A Participating State or Entity's unique terms and conditions as presented in the Participating Addendum;
 - iii. (Was B in RFP) The Executed WSCA-NASPO Master Agreement;
 - iv. (Was C In RFP) A Purchase Order issued against the Master Agreement;
 - v. (Was D in RFP) The State of Work;
 - ~~iv.~~ (Was E in RFP) The Solicitation RFP #3091, including all attachments and amendments and any Participating Entity terms and conditions attached as exhibits or attachments; ~~and~~

No.

100. If the state has accepted the vendor's exceptions and qualifications, then this should take precedent over other documents and exhibits as this is the final contract as negotiated and agreed to between vendor and WSCA Master Contract. Please revise order of precedence.

No.

101. RFP Document, 3.5.5.2 Billing and Invoicing, Page 31 - Please allow deletion of language in red--3.5.5.2. The Participating State or Entity and WSCA-NASPO may request at any point proof of the billing accuracy through the data set supporting the billing. If the Customer or WSCA-NASPO has reason to believe that multiple and systemic billing errors exist, that cannot be corrected to the Customer's or WSCA-NASPO's satisfaction; the Customer or WSCA-NASPO may require an audit by a third party approved in advance by Awarded Vendor. If errors are found, the Awarded Vendor must reimburse the Customer or WSCA-NASPO for ~~the cost of the auditor as well as correcting~~ any billing errors.

At a very minimum please allow: Awarded Vendor must reimburse the Customer or WSCA-NASPO for the **reasonable** cost of the auditor as well as correcting any billing errors.

No.

102. RFP Document, 3.5.6.3 Reporting, Page 32 - Please delete language in red, add in blue. 3.5.6.3 The Customer and WSCA-NASPO may request at any point proof of the reporting accuracy through the data set supporting the reporting, as defined above. If the Customer or WSCA-NASPO has reason to believe that multiple and systemic reporting errors exist, that cannot be corrected **per the terms of the awarded contract**, to ~~the Customer's or WSCA-NASPO's or satisfaction~~ **upon giving the vendor a 30 day notice to cure** ; the Customer or WSCA-NASPO may require an audit by a third party **approved in advance by Awarded Vendor**. If errors are found, the Awarded Vendor must reimburse the Customer or WSCA-NASPO for ~~the cost of the auditor as well as correcting~~ any administrative fee errors

At the very minimum please allow: If errors are found, the Awarded Vendor must reimburse the Customer or WSCA-NASPO for the **reasonable** cost of the auditor as well as correcting any administrative fee errors. In addition, "satisfaction" is arbitrary and subject to interpretation and should be deleted.

No.

103. RFP Document, 11.4.2.3 Infringement Indemnity through Section 11.4.2.8 Delivery; Inspection; Acceptance; Risk of Loss RFP 3091 Pages 68 and 69 - Add language in Blue/delete in red. This language is standard commercial industry practice-

11.4.2.3 Infringement Indemnity - **CONTRACTOR WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS FOR THE EQUIPMENT. CONTRACTOR MAKES NO OTHER WARRANTIES WHATSOEVER EXPRESS OR IMPLIED WITH REGARD TO THE EQUIPMENT, PRODUCTS, SERVICE, THE SOFTWARE INCLUDED WITH THE EQUIPMENT OR ITS INSTALLATION, AND MAINTENANCE, AND EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE**

11.4.2.4 Usage of Trade; Course of Dealings; Implied Warranties-Please add language in blue and delete in red as this is standard industry practice- **CONTRACTOR WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS FOR THE EQUIPMENT. CONTRACTOR MAKES NO OTHER WARRANTIES WHATSOEVER EXPRESS OR IMPLIED WITH REGARD TO THE EQUIPMENT, PRODUCTS, SERVICE, THE SOFTWARE INCLUDED WITH THE EQUIPMENT OR ITS INSTALLATION, AND MAINTENANCE, AND EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

~~Contractor shall also be bound by any other implied warranty that, at the time of execution of the Contract, prevails in the trade of government in the marketing area in and about the State of Nevada. Contractor shall also be bound by any other implied warranty arising through course of dealings between Contractor and the State from and after the execution of the Contract. Contractor shall also be bound by all warranties set forth in Nevada's Uniform Commercial Code (NRS Title 8) in effect on the date of execution of the Contract.~~

11.4.2.5 Warranties Cumulative-Please delete language in red

It is understood that warranties created by the Contract, ~~whether express or implied, as well as all warranties arising by operation of law that affect the rights of the parties under the Contract,~~ are cumulative and should be construed in a manner consistent with one another

11.4.2.6 Priority of Warranties

If it is held by a court of competent jurisdiction that there is an irreconcilable conflict between or among any of the warranties set forth in the Contract and any warranties implied by law, the parties agree that the specifications contained in the Contract shall ~~be deemed technical and mere language of description~~ control.

11.4.2.7 Beneficiaries of Warranties

Benefit of any warranty made in the Contract shall be in favor of the State, any of its political subdivisions or agencies, and any employee or licensee thereof who uses the goods, ~~and the benefit of any warranty shall apply to both personal injury and property damage.~~

11.4.2.8 Delivery; Inspection; Acceptance; Risk of Loss

No, to all of the above.

104. Contractor agrees to deliver the goods as indicated in the Contract, and upon acceptance by the State, title to the goods shall pass to the State unless otherwise stated in the Contract. The State shall have the right to inspect the goods on arrival and, within a commercially reasonable time, the State must give notice to Contractor of any claim or damages on account of condition, quality, or grade of the goods, and the State must specify the basis of the claim in detail. Vendor *will provide an acceptance period of three (3) days for customer to review equipment for specifications and conditions. After a unit has been installed for three (3) days, it will be deemed accepted by customer.* Acceptance of the goods is not a waiver of UCC revocation of acceptance rights or of any right of action that the State may have for breach of warranty or any other cause. Unless otherwise stated in the Contract, risk of loss from any casualty, regardless of the cause, shall be on Contractor until the goods have been *delivered.* ~~accepted and title has passed to the State.~~ If given any, the State agrees to follow reasonable instructions regarding return of the goods

No.

105. Attachment D, Master Terms, Item 2-Definitions Page 1 - Please add language in blue, as this is standard commercial industry practice:
Definitions:
Acceptance means a written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a Product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor. *Acceptance notification time shall not exceed 3 days from date of installation.*

No.

106. Attachment D-Master Terms and Conditions-13-Force Majeure Page 7 - Please add languages in Blue-monies have still been appropriated and payment of equipment should continue.
a) 13. Force Majeure
Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement. *Equipment payment obligations to the Vendor shall continue during Force Majeure. Service or maintenance obligations may be suspended during force majeure if equipment cannot be utilized.*

No.

107. Attachment D, Master Terms and Conditions-14 b-Indemnification, Page 7 - Please add language in blue, delete in red-14 b.

14-b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the ~~Product~~ **equipment leased or purchased under the final, mutually agreed upon agreement** or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

Attachment D-Master Terms and Conditions-14 b-Indemnification- *Add a number (2)*, Page 8 of 20. Please add the following paragraph-

2) This indemnity provision will not apply if such third party claims of intellectual property rights violations are caused by the Indemnified Party, its officers, directors, employees or agents using the equipment in such a way as to cause such infringement, including, but not limited to, using equipment or products other than Contractor products or using Contractor's equipment or products in an unauthorized manner

No.

108. Attachment D-Master Terms and Conditions-14 b-Indemnification, Page 8 of 20-(Was Item 2) in RFP - Please add language in blue, delete in red –

~~(2)~~**(3)** The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. ~~Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If~~ The Contractor ~~promptly and reasonably investigates and defends any Intellectual Property Claim,~~ it shall have control over the defense and settlement of it. ~~However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.~~ **The Indemnified Party** shall furnish, at the Contractor's reasonable request and the Indemnified Party's expense, information and assistance necessary for such defense. ~~If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.~~ **In the event the Indemnified Party does not provide Contractor with timely notice and the right to defend such claims, this indemnity provision shall not apply.** Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement ~~or in any other document executed in conjunction with this Master Agreement.~~

No.

109. Attachment D, Master Terms and Conditions, 19. License of Pre-Existing Intellectual Property, Page 10 of 20 - Please delete language in red, add in blue as this is standard commercial industry language-

Contractor grants to the Purchasing Entity a nonexclusive, ~~perpetual, royalty-free, irrevocable, unlimited~~ license to ~~publish, translate, reproduce, modify, deliver, perform, display, and dispose of~~ use the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it (“Pre-existing Intellectual Property”). The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Purchasing Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

No.

110. Attachment D-Master Terms and Conditions -25. Records and Audit a. Page 13 - Please Delete language in red, add in blue as Vendors could not provide their actual books, but could provide copies of their books and documents-

25. Records Administration and Audit.

a) The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe ~~photocopies~~ of Contractor's ~~books~~, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder

No.

111. Attachment D-Master Terms and Conditions 28-Standard of Performance and Acceptance Page 15 of 20 - Please delete language in red, add in blue as this is standard commercial industry practice Current Language as a thirty day acceptance period is too long, and greatly exceeds commercial practice acceptance periods for goods:

Finding contractor in breach for one order is an excessive and unreasonable penalty

Allowing purchasing to have sole determination that product does not meet performance specifications is similar to allowing an entity to cancel for convenience

1. 28. Any ~~standard of~~ performance under this Master Agreement applies to all Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be ~~thirty (30)~~ ~~three (3)~~ calendar days ~~or other time period identified in the solicitation or the Participating Addendum,~~ starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the ~~standard of performance~~ the manufacturer's performance specifications as awarded under the RFP, during the initial period of Acceptance Testing, Purchasing Entity may, ~~at its discretion,~~ continue Acceptance Testing on a day-to-day basis until the ~~standard~~

~~of performance~~ manufacturer's performance specifications as awarded under the RFP ~~is~~ are met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the ~~standard of performance~~ manufacturer's performance specification issue as awarded per the RFP issue(s). If after the cure period, the Product still has not met the ~~standard of performance,~~ manufacturer's performance specification as awarded per the RFP the Purchasing Entity may, ~~at its option:~~ (a) ~~declare Contractor to be in breach and~~ terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be accepted and no charges shall be paid until the manufacturer's performance specification as awarded per the RFP ~~standard of performance~~ is met. The warranty period will begin upon Acceptance

No.

112. Attachment D-Master Terms and Conditions -29 Warranty, Page 16 of 20 - Please delete language in red, add in blue:

29. Warranty - The Contractor warrants for a minimum of 90 days from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty ~~with 15 days' notice to cure to Contractor, and failure of Contractor to bring product to factory and RFP specifications,~~ the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product ~~proves to be inadequate, or~~ fails ~~to perform of its essential purpose~~ per the factory and RFP specifications during the remainder of the warranty period, the Contractor will refund the full amount of any equipment payments that have been made ~~for the time period that the replacement machine did not meet the warranty requirements.~~ The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

No.

113. RFP 3091, Page 30 of 99, Section 3.4.11.2-Lemon Clause Please remove this section- ~~If 25% or less of the device's useful life has been used up, the device must be replaced with a "new device". A "like for like" device may be used if 25% or more of the useful life of the device has been used up and the Customer agrees to the "like for like" exchange. Note: Prior~~

to the lease or purchase of a device, Contractor must provide Customer with the device's "Useful Life".

This clause would not apply to MFD's or printers. The useful life of these devices is not based on time alone, but rather the number of copies, usage and continual maintenance of the machine. It would be impossible for a vendor to predict this prior to the lease or purchase of a device. In addition, this is not standard commercial practice.

No.

114. Attachment E-Insurance Schedule Item b. (2) AND Attachment D-Master Terms Item b.(2) Please add language in blue: Contractor must comply with any applicable State workers Compensation or Employers Liability Insurance requirements. **Please allow vendors to add the following clarification: Vendor agrees that it shall be solely responsible for any deductibles carried on its workers' compensation policy.**

We ask this because the deductibles may vary by state, and we would like to be clear that regardless of the deductible amount, we will be responsible for it, as we cannot change our insurance policy to accommodate each state.

No.

115. Attachment E-Insurance Schedule Item d. AND Attachment D Master Terms Item d. Please add Clarification language in blue:

Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insured's, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection. **Please allow vendors to add the following clarification- Vendor agrees that its insurance policies and insurance certificates shall contain standard cancelation language. Vendor's insurance broker shall provide the Lead State with thirty (30) days written notice with regards to any material change, cancellation, non-renewal or expiration of coverage.**

The reason for this request is that we cannot modify our insurance policy standard cancellation language, but we can notify that lead state within 30 days if we have any change/expiration etc.

No.

ALL ELSE REMAINS THE SAME FOR RFP 3091.

Vendor must sign and return this amendment with proposal submitted.

Vendor Name: _____

Authorized Signature: _____

Title: _____ Date: _____

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal.