

REQUEST FOR PROPOSALS
for
MULTI-FUNCTION DEVICES AND RELATED
SOFTWARE, SERVICES AND CLOUD SOLUTIONS

Issued by
THE STATE OF COLORADO
State Purchasing & Contracts Office

In collaboration with



SOLICITATION NUMBER: RFP-NP-23-001

RELEASE DATE: February 3, 2023

REVISION DATE: February 27, 2023

DEADLINE FOR SUBMISSION: April 14, 2023 @ 1:00 PM (Mountain Time)

RFP SUMMARY

I. OVERVIEW

A. This Request for Proposals (RFP) is being issued by the State of Colorado on behalf of the State Purchasing & Contracts Office (“Lead State”) in collaboration with the NASPO ValuePoint cooperative purchasing program. The purpose of this RFP is to establish Master Agreements with qualified Manufacturers to provide Multi-function Devices (MFD’s), Single-function Printers, Production and Industrial Print Equipment and Services, Large/Wide Format Equipment, Scanners, and Specialty Printers. Managed Print Services (MPS) and software bundles that enable efficient workflows which enhance the productivity and capability of the Devices are also included, along with digital document solutions that involve imaging, retrieval, archival, scanning services, and back file conversion. In addition, IT solutions such as Software as a Service (SAAS), cloud-based offerings, and web-based fleet management tools are also offered. The Products and Services that will be available under the resulting Master Agreement(s) will be categorized as follows:

Primary Products and Services:

Group	Products and Services
A	A3 MFD – <i>OEM only</i>
B	A4 MFD – <i>OEM and Non-OEM</i>
C	Production Equipment – <i>OEM and Non-OEM</i>
D	Single-function Printers – <i>OEM and Non-OEM</i>
E	Large/Wide Format Equipment – <i>OEM and Non-OEM</i>
F	Scanners – <i>OEM and Non-OEM</i>
G	Software – <i>OEM and Non-OEM</i>
H	Consumable Supplies – <i>OEM and Non-OEM</i>
I	Managed Print Services

Ancillary Products and Services:

Sub-Group	Products and Services
G1	Software Related Services
C1	Standalone Production Devices (cutters, sorters, binders) – <i>OEM and Non-OEM</i>
C2	Industrial Print Equipment – <i>OEM and Non-OEM</i>
D1	Specialty Printers (3D, receipt, barcode label, card, cable) – <i>OEM and Non-OEM</i>

B. The objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing, than is 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 Agreement(s) resulting from this procurement may be used by state governments, including departments, agencies, institutions

of higher education, political subdivisions (i.e., school districts, counties, cities, etc.), eligible non-profit organizations, the District of Columbia, and U.S. Territories, subject to approval of the individual Chief Procurement Officer and compliance with local statutory and regulatory provisions.

- C. NASPO ValuePoint is a division of the National Association of State Procurement Officials (NASPO), a non-profit association dedicated to advancing public procurement through leadership, excellence, and integrity. In accordance with NASPO ValuePoint’s Lead State™ model, the Lead State is issuing this RFP, evaluating responses, and establishing Master Agreements with the support and assistance of a Multistate Sourcing Team™ comprised of individuals from other member states, representing a broad range of perspectives that ensure the RFP incorporates best practices recognized by public entities across the country.

II. GENERAL INFORMATION AND INSTRUCTIONS

- A. **RFP Contact.** The following individual is the sole contact for this RFP:

Nikki Pollack
State Procurement Administrator
State of Colorado
Nikki.pollack@state.co.us

- B. **RFP Website.** The following website, Colorado VSS, is the sole official source for RFP information and updates: <https://codpa-vss.cloud.cgifederal.com/webapp/PRDVSS2X1/AltSelfService>

Instructions for locating RFP:

1. Click on the **Public Access** button
2. In the **Keyword Search** box, type in “Nikki Pollack”
3. Locate the RFP based on the title of the Solicitation and click on the **Details** tab

- C. **RFP Documents.** This RFP consists of this RFP Summary, the following attachments, and any amendments or modifications posted by the Lead State to the RFP Website, as amended:

1. Attachment A, RFP Terms and Conditions
2. Attachment B, Scope of Work
 - a. Attachment B-1, Authorized Dealer Form
 - b. Attachment B-2, Authorized Dealers by State
 - c. Attachment B-3, Sample D&A Certificate
 - d. Attachment B-4, Sample MPS Statement of Work
3. Attachment C, RFP Evaluation Plan
4. Attachment D, Claim of Business Confidentiality
5. Attachment E, Offeror Information, Acknowledgements and Certifications
 - a. Attachment E-1, W9 Request for Taxpayer Identification Number and Certification

6. Attachment F, Technical Response Worksheet
7. Attachment G, Cost Proposal Information and Instructions
8. Attachment G-1, Group A Price List
9. Attachment G-2, Group B Price List
10. Attachment G-3, Group C Price List
11. Attachment G-4, Group D Price List
12. Attachment G-5, Group E Price List
13. Attachment G-6, Group F Price List
14. Attachment G-7, MPS Price List
15. Attachment H, Sample Master Agreement
16. Attachment I, Proposed Modifications to Sample Master Agreement
17. Attachment J, Potential Participation
18. Attachment K, Proposal Checklist

D. Important Dates

1. **RFP Pre-Proposal Webinar** (for Manufacturers only): February 9, 2023 at 1:00PM MST
Attendance is optional, and registration is required. Please email Nikki Pollack to register.
 2. **RFP Q&A Deadline:** February 16, 2023 at 3:00 PM MST
 3. **RFP Q&A Posted:** February 27~~0~~, 2023 at 5:00 PM MST (**actual estimated**)
 4. **RFP Closing Date:** April 14, 2023 at 1:00 PM MST
 5. **Public Opening of Proposals:** April 14, 2023 at 2:00 PM MST at meet.google.com/hfu-emcn-kid
 6. **Award Notification:** June, 2023
 7. **Master Agreement Negotiations:** June, 2023 – September, 2023
 8. **Contractor Kick-Off Meeting:** September, 2023 (estimated)
 9. **Contract Start Date:** August 1, 2024
- Dates and deadlines are subject to change. Offerors should continue checking the RFP Website for the most up-to-date information.

E. How to Ask Questions

1. **Read and review this RFP, including all attachments, exhibits, and amendments.**
2. All questions about the content of this RFP must be submitted via e-mail to Nikki Pollack at nikki.pollack@state.co.us. All questions must be received no later than February 16, 2023 at 3:00 PM MST. Questions must reference the specific section of the RFP to which the question relates.

3. For assistance with technical issues associated with the RFP Website, contact the ColoradoVSS Help Desk at VSSHelp@state.co.us.

F. How to Respond

1. **Read and review this RFP, including all attachments, exhibits, and amendments.**
2. Prepare a Proposal that:
 - a. Follows the requested format;
 - b. Includes the Solicitation Number on all materials making up the Proposal;
 - c. Addresses each question and request for a response in this RFP, including all questions in **Attachment F, Technical Response Worksheet**;
 - d. Includes all required submission materials identified in Section IV below.
3. Submit your Proposal by the RFP Close Date by sending an email to RFP_NP_s4dtgrg0eyczyye4@u.box.com attaching your Proposal as a zip file. Please note the following:
 - a. The subject line and the body of the email are not uploaded into the online submission application. Only email attachments are uploaded. Should any Offeror wish to ask a question or make a comment regarding the Solicitation, Offerors should send a separate email to nikki.pollack@state.co.us.
 - b. Offerors should submit one zip file that contains all required Proposal submission documents. The documents must be segregated into folders per the instructions in Section IV below. The zip file name should include the following title: RFP-NP-23-001, and include the Offeror's name.
 - c. The Solicitation submission application typically uploads Proposals within five minutes. Offerors are advised to submit Proposals no later than one hour prior to the Solicitation deadline to ensure the Proposal has been received.
 - d. The application sends an email confirmation if the Proposal was uploaded correctly.
 - e. Please do not encrypt your email. The e-submission program automatically encrypts attachments and any additional encryption may result in failure to upload the Proposal.
 - f. The Solicitation submission application is only for Proposal submission. All inquiries, questions, comments, or concerns should be submitted to the point of contact via email and not through the Solicitation submission application. In addition, Offeror's should not carbon copy (cc) the RFP point of contact, or anyone else.

G. Public Opening of Proposals

On the date and time shown in the "Important Dates" Section above, the Lead State will conduct the public opening via a webinar, or as otherwise amended on Colorado VSS. The Public Opening will disclose only the names of all Offerors who have submitted a Proposal in response to the RFP by the closing deadline.

III. SCOPE OF WORK

- A. A detailed description of the Deliverables being sought through this RFP is attached as **Attachment B, Scope of Work**.
- B. The scope of this RFP and its resulting Master Agreement(s) is intended to benefit all state departments, institutions, agencies, and political subdivisions and other eligible public and nonprofit entities in the 50 states, the District of Columbia, and U.S. territories. Therefore, **Offerors should not interpret the Scope of Work to be associated with or limited to any specific purchase, implementation, project, need, or program** within the Lead State or any other state or eligible entity. Proposals should be generally applicable to all potential Participating and Purchasing Entities, except where specificity is requested.
- C. The initial term of the Master Agreement(s) resulting from this RFP shall be 2 years, with the option to exercise renewals totaling up to an additional 3 years following the initial term, upon mutual agreement by the Lead State and Contractor.

IV. OFFEROR RESPONSE

- A. **Required Submission Materials.** The following must be submitted with your Proposal in the format listed below:
 1. **Folder 1: Administrative Documents:**
 - a. Completed **Attachment K, Proposal Checklist**
 - b. Completed and signed **Attachment D, Claim of Business Confidentiality**
 - c. Completed and signed **Attachment E, Offeror Information, Acknowledgements, and Certifications**
 - d. Completed and signed **Attachment E-1, W9 – Request for Taxpayer Identification Number and Certification**
 - e. **Redlined** copy of **Attachment H, Sample Master Agreement** (if proposing modifications)
 - f. Completed and signed **Attachment I, Proposed Modifications to Sample Master Agreement**
 2. **Folder 2: Technical Response:**
 - a. Completed **Attachment F, Technical Response Worksheet**
 - b. **Technical Response Exhibits:**
 - i. Per Question 1.e) of Part II of Attachment F, provide a sample training plan or information sheet that you will give to your Dealers.
 - ii. Per Question 3.b) of Part II of Attachment F, provide a sample report of the SLA data requested.
 - iii. Per Question 3.c) of Part II of Attachment F, provide a copy of your organization's SLA. This SLA must, at a minimum, adhere to the requirements in Section IV.A.2 of Attachment, B, Scope of Work.
 - iv. Per Question 7.a) of Part II of Attachment F, provide a copy of your organization's Data Breach plan.

3. **Folder 3: Cost Response:**

- a. Completed **Attachment G-1, Group A Price List** (if applicable)
- b. Completed **Attachment G-2, Group B Price List** (if applicable)
- c. Completed **Attachment G-3, Group C Price List** (if applicable)
- d. Completed **Attachment G-4, Group D Price List** (if applicable)
- e. Completed **Attachment G-5, Group E Price List** (if applicable)
- f. Completed **Attachment G-6, Group F Price List** (if applicable)
- g. Completed **Attachment G-7, MPS Price List** (if applicable)

4. **Folder 4: Supplemental Documents:**

- a. Offeror must submit all Supplemental Documents (*refer to the definition in Attachment A, RFP Terms and Conditions*) with their Proposal. **Please note:** Offerors are not required to submit any software related documents with their Proposal (i.e. EULA's, click-wrap agreements, etc.).
- b. ALL Supplemental Documents must align with RFP and Master Agreement requirements. **For example:** This RFP stipulates that automatic renewals are NOT allowed, therefore; Supplemental Documents must have this requirement removed. **Another example:** ~~No Most States~~ will not indemnify, therefore; Supplemental Documents must have this requirement removed. The Supplemental Documents will be included as Exhibits in the Master Agreement, and while the Lead State will ensure that these documents align with said requirements, it will be at the discretion of the Participating State or Entity to review, further negotiate and/or utilize these documents in their Participating Addendum.
- c. All Supplemental Documents must be submitted in **Microsoft Office Word** format. PDF versions are NOT acceptable.
- d. Failure by an Offeror to align their Supplemental Documents with the RFP and Master Agreement, may result in the following:
 - i. Delay in executing the Master Agreement (if Offeror's Supplemental Documents do not align with the RFP requirements (i.e. leasing, maintenance, etc.), then the Lead State will require Offeror to revise these documents before beginning any work on drafting the Master Agreement; or
 - ii. Inability for Offeror to provide leasing or rental options under the Master Agreement.

5. **Folder 5: Redacted Proposal:**

Redacted copy of Proposal clearly marked as such, if claiming confidential, proprietary, or protected information.

- B. **Other Documents.** The following are informational only and do not need to be submitted with your Proposal:

1. Attachment A, RFP Terms and Conditions
2. Attachment B, Scope of Work
 - a. Attachment B-1, Authorized Dealer Form
 - b. Attachment B-2, Authorized Dealer List
 - c. Attachment B-3, Sample D&A Certificate
 - d. Attachment B-4, Sample MPS Statement of Work
3. Attachment C, RFP Evaluation Plan
4. Attachment G, Cost Proposal Information and Instructions
5. Attachment J – Potential Participation

V. EVALUATION AND AWARD PROCESS

A. Proposals will be sealed until the RFP Close Date. After opening, Proposals will be evaluated in stages as set forth in this section and further detailed in **Attachment C, RFP Evaluation Plan**.

1. **Stage 1: Initial Responsiveness.** Proposals will be reviewed for completeness and initial responsiveness. Proposals omitting required documents or responses may be rejected in accordance with Attachment A, RFP Terms and Conditions.
2. **Stage 2: Mandatory Requirements.** Complete and responsive Proposals will be reviewed for compliance with mandatory requirements. Proposals failing to meet or exceed all mandatory requirements identified in Attachment C, RFP Evaluation Plan, may be rejected in accordance with Attachment A, RFP Terms and Conditions.
3. **Stage 3: Technical Criteria.** Proposals meeting the Mandatory Requirements will be independently evaluated by the Multistate Sourcing Team against the Technical Criteria set forth in Attachment C, RFP Evaluation Plan.
4. **Stage 4: Cost.** Proposals meeting the Mandatory Requirements will be evaluated by the Lead State for cost based on the Cost Criteria set forth in Attachment C, RFP Evaluation Plan.
5. **Stage 5: Score Finalization.** Under the guidance of the Lead State and NASPO ValuePoint, the Multistate Sourcing Team members will meet in person to review and modify their technical scores based on group discussion. This group discussion will be limited to evaluating members only (i.e. neither the Lead State, nor any employee of NASPO ValuePoint will be able to provide input into technical scores) and will be in accordance with Attachment C, RFP Evaluation Plan. Once technical scores are finalized and locked in, the Lead State will combine cost scores for each Group (e.g. A, B, C, D, E, F) and MPS, with each of the technical scores to determine a final score for each Group. The final score for each Group will have a maximum value of 100%.
6. **Stage 6: Award Determination.** After evaluations are completed, the Lead State and Multistate Sourcing Team will determine which Proposals are most advantageous to the Lead State and potential Participating and Purchasing Entities based upon the price and the evaluation factors set forth in Attachment C, RFP Evaluation Plan.

- B. The Offeror is responsible to provide requested information. Proposals shall be evaluated based on the merits of the information received.
- C. The Lead State reserves the right to make Awards based on initial Proposals, so Offerors are encouraged to submit their most favorable Proposal at the time established for receipt of Proposals.
- D. The Lead State reserves the right to request further details, including formulations, to clarify specifications, and such will be identified as confidential and used for Evaluation purposes only.
- E. Only those Offerors who are likely to receive an Award may enter into discussions with the Lead State for the purpose of promoting understanding of the Offeror's Proposal, and to clarify requirements, including, but not limited to, best and final offer (BAFO). Discussions, clarifications, and demonstrations must be consistent with Offeror's original Proposal and will become an addendum to Offeror's Proposal.
- F. The apparent successful Offeror(s) may be required to submit an audited financial statement for the most current reported period and a reasonable number of previous years (in order of preference), in order to assist the Lead State in making its determination of Offeror responsibility in accordance with Section 24-103-401, Colorado Revised Statutes (C.R.S). Such audited financial statements shall have been reviewed by a certified public accountant, a Third Party prepared financial statement if an audited or reviewed statement is not available, or another financial statement prepared in the routine course of the Offeror's business; and such documents are provided by Offeror to the Lead State at no cost to the Lead State.
- G. This will be a multiple Award RFP.
- H. Prior to announcement of Awards and execution of Master Agreements, the Lead State will present an Award recommendation to the NASPO ValuePoint Executive Council for approval of the proposed Awards.
- I. Following approval of the NASPO ValuePoint Executive Council, a "Decision Memorandum" will document the basis for the Award decision. The Lead State will post the "Notice of Intent to Award" on Colorado VSS, and the "Decision Memorandum" will be sent via email to all eligible Offeror's that submitted a Proposal. The Lead State may then begin negotiations of Master Agreements with successful Offerors.

THE STATE OF COLORADO

State Purchasing & Contracts Office

In collaboration with



Amendment # 1

SOLICITATION NUMBER: RFP-NP-23-001

MULTI-FUNCTION DEVICES AND RELATED SOFTWARE, SERVICES AND CLOUD SOLUTIONS

Release Date: February 27, 2023

PLEASE NOTE: The following documents have been modified and uploaded to Colorado VSS. Prior versions of these documents have been removed from VSS and are no longer valid. Any documents that don't contain updates are still in effect, and have not been removed from VSS. All updates to these documents are denoted in **red font**, including any language that has been stricken.

All documents can be located on the "Attachments" tab of the Solicitation:

1. RFP Summary – Multi-Function Devices and Related Software Services and Cloud Solutions_updated 02.27.2023
2. Attachment B – Scope of Work_updated 02.27.2023
3. Attachment C – RFP Evaluation Plan_updated 02.27.2023
4. Attachment G – Cost Proposal Information and Instructions_updated 02.27.2023
5. Attachment G-1 – Group A Price List_updated 02.27.2023
6. Attachment G-2 – Group B Price List_updated 02.27.2023
7. Attachment G-3 – Group C Price List_updated 02.27.2023
8. Attachment G-4 – Group D Price List_updated 02.27.2023
9. Attachment G-5 – Group E Price List_updated 02.27.2023
10. Attachment G-6 – Group F Price List_updated 02.27.2023
11. Attachment H – Sample Master Agreement_updated 02.27.2023
12. Attachment J – Potential Participation_updated 02.27.2023
13. Attachment K – Proposal Checklist_updated 02.27.2023

The following questions were submitted in response to this RFP:

#	Document	Section Reference	Question	Answer
1	RFP Summary	General Information and Instructions; How to Respond	What is the maximum size of the single zip file allowed when submitting proposals to the solicitation via email?	There is no size limit.
2	Attachment B – Scope of Work		We understand that all of the content in Attachment B – Scope of Work includes maintenance services and MPS only, and excludes drop ship. Is that correct?	This question is unclear. Attachment B indicates that Devices CAN be drop-shipped. Also, since drop-shipped items are typically purchased (rather than leased), the customer may also elect to have a maintenance agreement.
3	Attachment B – Scope of Work	I.H.5 and I.H.6	Given the current volatility of interest rates in the market and the high probability for continued increases between the bid due date and the contract start date on 8/1/2024, will Contractors have the ability to update lease rates with supporting evidence to demonstrate such interest rate changes as of the 8/1/2024 contract start date?	No. Even since interest rates started to rise a year ago, very few Awarded Contractors have requested rate increases. In addition, by allowing rate changes prior to 8/1/2025, Offerors could significantly under-bid their proposed pricing in an effort to receive an Award, and then hike their pricing (via way of a rate change).
4	Attachment B, Scope of Work	Ancillary Product and Service Offerings	Is a sub-group automatically included in an award for the Primary Group? Specifically, <ol style="list-style-type: none"> 1. Is Sub-Group G1 – Software Related Services automatically included in an award of Group G? 2. Is Sub-Group D1 – Specialty Printers automatically included in an award of Group D? 	As stated in the RFP, only Groups A through F, and MPS are being evaluated. Therefore, all Awarded Contractors will automatically be able to offer Software, Software Related Services, and Supplies. Also stated in the RFP: Any Contractor awarded Group C will also be able to provide products under C1 and C2, and any Contractor awarded Group D will be able to provide products under D1.

#	Document	Section Reference	Question	Answer
5	Attachment B, Scope of Work	Contractor Responsibilities and Tasks Ordering and Invoicing Specifications	<p>Subsection 5 reads: "Contractor and/or Authorized Dealers shall not issue an invoice until the Purchasing Entity has confirmed Acceptance, per section IV.H."</p> <p>Does this requirement apply to purchases of product without installation and services—what was referred to in the industry meeting as "drop ship"? Drop ship invoices are issued upon product shipment, not Acceptance. Typically, agencies do not confirm Acceptance for drop ship purchases; they only notify Contractor or Dealer when a product is rejected.</p>	See revision to Attachment B for clarification.
6	Attachment G - Cost Proposal Information and Instructions	Section II.D	<p>This section states "The List Price must be verifiable and published on the Manufacturer's website at the time of Proposal submission. A URL link is not acceptable; Offeror must provide a printout of its List Price."</p> <p>Should the MSRP/List Price printout include only the Manufacturers Products related to the bid? Please note that Offeror's entire MSRP/List Price file is extremely large, and even in PDF or Excel, will be hundreds of pages.</p>	Yes. Only submit an MSRP or List Price for the Device that you are submitting a Proposal for. Also note (as stated in the RFP) that ALL new Devices currently listed on Buyer's Lab MUST be listed in your bid submission or you will not be permitted to add them at any point throughout the term of the Master Agreement. In other words, if a Device is listed as new or newly manufactured on Buyer's Lab at the time or Proposal submission, then you must include it in your Proposal.
7	Attachments G-1 through G-6	Instructions Tab	The instructions tab includes the Note that the MSRP/List Price and Device offerings will be compared against Buyer's Lab and Manufacturer's website "and/or" List Price. Can this be changed to "or" that would confirm this means the Manufacturer Published	Yes. See revisions to Attachments G-1 through G-6.

#	Document	Section Reference	Question	Answer
			List Price/MSRP will be utilized for Manufacturers that do not have their List Price on Buyers Lab?	
8	Attachment G-1	Group A Price List Instructions	May a Manufacturer include the same Model number under multiple segments for example in either B&W or Color if each model includes a different speed license? Please note, the models do not cross over from B&W to Color.	No. The same model may not be listed under different segments (or different Groups). If the model crosses speed segments, then you must choose only ONE segment to list it under. <u>See revision to Attachment G</u> , Cost Proposal Information and Instructions.
9	Attachments G-1, G-2, G-4, G-5, G-6	Service–Supplies Pricing tab Additional Service Coverage [per hour]	Given that this contract covers the entire US, may Offeror respond with “Quote Upon Request” in these cells?	Yes.
10	Attachments G-1, G-2, G-4, G-5, G-6	Service–Supplies Pricing tab Service Calls not covered under the Maintenance Agreement	Given that this contract covers the entire US, may Offeror respond with “Quote Upon Request” in these cells?	Yes.
11	Attachments G-1, G-2, G-4, G-5, G-6	Service–Supplies Pricing tab Accessory Installation/ Maintenance [per hour]	If Offeror has a flat hourly rate, can that flat rate be noted for an Accessory category rather than noting the specific accessory? This would apply only to an accessory not purchased with the device.	Yes.
12	Attachment K – Proposal Checklist	Table Header	The table header reads, “HARD COPY SUBMISSION.” Please confirm that proposals are to be submitted electronically as instructed in the RFP, with no hard copy required.	Confirmed. See revised Attachment K.
13	Attachment B -Scope of Work	Software Subscriptions	In this section it notes, “Any new releases of software versions (upgrades) shall be chargeable to the	The language has been modified somewhat. See revision in Attachment B.

#	Document	Section Reference	Question	Answer
			<p>Purchasing Entity; however, Contractor may not charge for the installation of the software upgrade.” In the industry software version upgrades under maintenance services are provided without charge, however installation charges may apply for complicated upgrades and migrations. Based on that detail, can this section be updated to the following: Any new releases of software versions (upgrades) shall be chargeable to the Purchasing Entity; however, Contractor may not charge for the installation of the software upgrade, <u>except for complicated upgrades and migrations.</u>”</p>	
14	Attachment H, Sample Master Agreement	Canadian Participation	<p>Does this require that the Contractor offer the same products, pricing and discounts for the Canadian market? Our concerns are variations in product, exchange rates and cost of doing business in Canada.</p> <p><i>Note: There were several variations of this question submitted during the Q&A period.</i></p>	<p>Awarded Contractors who wish to extend their contract into Canada, will be allowed to produce a Canadian pricing schedule during Master Agreement negotiations with the Lead State. Canadian end-user pricing schedules will be based on the current published foreign exchange rate which is simply applied to the US based pricing schedule. The expectation is that the same products will be offered to the Canadian market, unless this causes a negative economic impact to the Awarded Contractor.</p>
15	RFP Summary	Section IV.B.2	<p>Please confirm Attachment B-2 does NOT need to be included with our Bid Submission</p>	<p>No, it doesn’t need to be submitted. Section IV.B states this.</p>
16	N/A	N/A	<p>Do we submit a list of Authorized Dealers with our proposal, or is this done at the Participating Addenda stage?</p>	<p>No. You will submit this to the Lead State during Master Agreement negotiations.</p>

#	Document	Section Reference	Question	Answer
17	RFP Summary	Section V.G	It's stated this will be a multiple award RFP. Will awards be done similar to the last bid, with awards to all Suppliers scoring over a certain threshold, or will only a specific number of Suppliers receive awards by Group? (Ex. Top 5 scores in a given group)	Offerors will receive Awards based on a natural break in the scoring (this break is not pre-determined, but rather, is based on Offeror's total score). This means that all Offerors could potentially receive an Award for any Group they respond to. This is the same methodology that was used with the evaluation for RFP-NP-18-001.
18	Attachment B, Scope of Work	Section I.H.6	Can we do only 1 total price update submission per calendar year, or is it each Group may have pricing updated once per calendar year? (Ex. Group A pricing updated in January and Group B in March).	Each Group may be updated once per calendar year (although the preference would be to do price updates for all Groups at the same time).
19	Attachment B, Scope of Work	Section II.A.2.(2.5)	Is there any flexibility on the Group E requirements (a) & (d) [hard-disk drive and automatic media selection]? This restricts us from offering our full product line. Some of our smaller entry level large format devices do not have a hard drive and only hold a single roll.	Group E is an awarded category and the requirements listed provide a baseline for comparison. <u>Awarded Contractors</u> may offer secondary products, with less features, provided you offer a main unit that meets the listed requirements. All Devices submitted with your Proposal must meet the requirements outlined in the Scope of Work.
20	Attachment B, Scope of Work	Section II.A.3.3	Will the Energy Star requirement also apply to the Sub-Group D1? Some preliminary discussions indicate that these products do not meet the definition of "Imaging Equipment" covered and that several of the features used as criteria do not apply to these products.	No.
21	Attachment B – Scope of Work	II.B.2	Would the sourcing team consider other options for how Sub-Group discounts are determined? Currently some of the products that would fall into sub-groups are vastly different	Yes. Please refer to the revised language in Attachment B.

#	Document	Section Reference	Question	Answer
			from the main group and have entirely different discount structures.	
22	Attachment B, Scope of Work	Section IV.I.5.(5.1)	Does this mean that if a customer requests a device relocation, the hard drive should be cleansed prior to the shipping company taking possession?	No. Please see revised language in Attachment B.
23	N/A	N/A	<p>For Offerors unfamiliar with Buyer’s Lab, can the Lead State provide further information:</p> <ol style="list-style-type: none"> 1. Are there any costs or fees associated with listing products on Buyer’s Lab? 2. What types of information about the products available under the Master Agreement are required to be listed on Buyer’s Lab? 3. Will Awarded Contractor be required to complete product testing or third-party certification as part of the Master Agreement? 4. How long does product testing generally take? 5. Can the Lead State provide the technical requirements an Offeror will need to comply 	<ol style="list-style-type: none"> 1. You will need to address any cost or fees associated with this service with BLI directly. 2. BLI is used to verify pricing, status of products, speed of devices, and Group/segment classification. 3. Question is unclear; the State chooses not to respond. 4. It depends on the product. You will need to address this with the independent testing facility that is testing your products. 5. This question need to be directed to BLI, as this is not a Lead State duty.

#	Document	Section Reference	Question	Answer
			with when implementing Buyer's Lab?	
24	Attachment B, Scope of Work	Ancillary Product and Service Offerings	Industrial Print solutions (back-file conversion, enterprise content management). We believe the description in parenthesis is a typo, as this is an ECM description. Can you please confirm.	The reference to back-file conversion and enterprise content management serve as examples of possible software features available in an Industrial Print unit. These are not mandatory.
25	N/A	N/A	Is ongoing Device firmware management and/or ongoing Device security management required in the main components of the MPS offering?	Unless otherwise agreed to in the Statement of Work, which is required for all MPS engagements, customers will generally expect that firmware management and/or ongoing device security management would be part of an MPS program.
26	N/A	N/A	For Remote Device Monitoring, you included examples such as job accounting, automated meter reads, and automated toner replenishment. Are all of these required to be included in the MPS engagement, or are any optional(such as job accounting). Specifically for job accounting, what is your definition of "job accounting"?	The examples cited are features normally offered in an MPS engagement though not absolutely required. All MPS engagements require a written Statement of Work (SOW) and thus all features offered, and those not offered, should be addressed in a SOW in order to ensure a full understanding of expectations. Job accounting is the process of tracking jobs or projects so that incurred costs can be assigned or accounted for properly.
27	N/A	N/A	Is there a preference for analytics/operations dashboards to complement reporting? Analytics/operations dashboards generally give instant visibility to the Purchasing Entity of the Contractor's monitoring/servicing of the fleet while reporting tends to be delivered on a schedule or upon request.	Analytic dashboards should compliment reporting where possible as the whole purpose of analytic tools is to provide customers with relevant information to make informed decisions.

#	Document	Section Reference	Question	Answer
28	N/A	N/A	We are providing pricing now for a bid that starts in August of 2024. If the MSRP increases between bid submission and August of 2024, and if the discount percentage of MSRP is maintained, when will price increases be allowed?	As stated in the RFP, pricing must remain firm through July 31, 2025. This means that price increases can be submitted for approval beginning on August 1, 2025.
29	N/A	N/A	Is there a timeframe for when the state of New Jersey will be joining NASPO? Will this occur during the current contract or when the new contract is awarded?	The Lead State has no additional information on New Jersey's participation.
30	N/A	N/A	Since the same people who are responsible for responding to the bid will be attending the exchange conference, can the bid extend until the end of April?	No; for a variety of reasons, the RFP closing date will not be extended.
31	N/A	N/A	When responding to Attachment F, can we imbed supporting documentation into the comment section in a word or PDF format?	No. If there are additional documents you would like to include with your Proposal, then you must label them as such and include them as PDF or Word documents so that the Evaluators can easily access them.
32	N/A	N/A	If an OEM wants to offer both a Company branded leasing option, as well as 3rd party leasing option, should they submit two sets of documentation? one company branded and the other 3rd party branded? The intent is that both sets of docs will honor the same terms and conditions and that the lease docs and schedules would be the same except for the difference in branding.	No. Only attach one version of the document, but leave the Lessor information as a fillable field.

#	Document	Section Reference	Question	Answer
33	N/A	N/A	Will NASPO provide an redlined version of the Master Agreement that shows the differences if any between Master Agreement from the last RFP, compared to current RFP, so we can easily identify any changes?	No. The version of the Master T&C's that were posted with this RFP is a completely different template than the current Master Agreement.
34	Attachment B, Scope of Work	Subgroup Category Discounts	Can you please explain where the pricing should be input on the Group sheets, and how the Sub-Group category discounts will work?	<p>You will not submit Sub-Group pricing with your Proposal, nor will you submit pricing for Software or Supplies. The only pricing you will submit with your Proposal is for Groups A through F, and MPS. Sub-Group pricing (and the products for those Sub-Groups) will be submitted to the Lead State during Master Agreement negotiations.</p> <p>Refer to Section IV., Offeror Response, in the RFP Summary document.</p> <p>Also refer to the revised Attachment B for information on Sub-Group discounts.</p>
35	Attachment B, Scope of Work	Section I.E	Will a vendor that is awarded MPS be able to sell all groups off of the contract, even though they were only awarded MPS?	<p>As with the prior RFP, MPS will not be a stand-alone Award. The only way an Offeror can provide MPS is if they are awarded Group A, B, C, D, E and/or F. The Offeror can then provide MPS under ANY Group, even if they weren't awarded all groups, BUT they may only place products under the Group(s) they were awarded.</p> <p>See clarification regarding MPS in Attachment C, RFP Evaluation Plan, and in Section I.D of Attachment B.</p>
36	N/A	N/A	Since the ability to add new product would be limited to every quarter and it could take an additional 30 days to approve those additions it may take 4 months to add new product if it is introduced right after the deadline. If a vendor has a new line up of models introduced of 5 or 6 models they could be without a	Product updates will be allowed monthly. See revised Attachment B.

#	Document	Section Reference	Question	Answer
			<p>way to assist state accounts with those models for up to 4 months since the existing models would be discontinued. Would you please consider doing updates monthly to avoid these delays for State & Local customers? Could the vendor submit a copy of the BLI sheet w/new models to expedite the approval process?</p>	
37	Attachment B, Scope of Work	Section IV.A(2.1)(b)	<p>Please clarify if where it says “initial,” should it say “additional” as highlighted below:</p> <p>In addition to the one-hour training session for each Device, Purchasing Entity may also request an initial, one-hour training session for technical support, which shall include network connectivity and print driver installation. Contractor shall provide this initial training free of charge, via a delivery method mutually agreed upon by Contractor and Purchasing Entity.</p>	Language has been modified. See revised Attachment B.
38	Attachments G-1 through G-6	N/A	<p>In each pricing group file on the discount from MSRP tab there is a reference in column A for OEM Software and Non-OEM software. What type of software are you referencing here.</p>	<p>All of the OEM and Non-OEM software that you provide. However, because discount percentages will vary among software products, and because multiple software products can be used on the same type of Device, you should list the lowest discount you offer for software within the Segment of that Group.</p> <p>For example: If OEM Software Product X is used on a Segment 2 B/W Device in Group A, and the discount you offer for Software Product X is 5%, and OEM Software Product Y is also used on that same Device, but the discount you offer is 7%, then the discount for OEM</p>

#	Document	Section Reference	Question	Answer
				<p>Software under Segment 2 B/W in Group A, would be 5%.</p> <p>The Lead State fully anticipates that many software offerings within each Segment might be listed at 0%, but the expectation is that if an Awarded Contractor offers a higher discount than 0% for any software offering, then they extended that discount to the Purchasing Entity. Such discounts will be reflected on the Software Price List that is submitted to the Lead State during Master Agreement negotiations.</p>
39	Attachment G-7, MPS Price List	N/A	On the Previous Pricing we were provided a Tab for Optional MPS Pricing that includes a lot of services that are part of most MPS Programs, with this submission that tab has been removed where would you like for us to include those services?	Per the RFP, you will only submit pricing for the Required MPS Pricing components. The Optional pricing tab has been removed for evaluation purposes, but Awarded Contractors will include it back in when they submit their full MPS Price List during Master Agreement negotiations.
40	RFP Summary	Section IV.4.b	<p>Most States have accepted indemnification on the current and previous NASPO/WSCA contracts supplemental documents. Please allow inclusion of indemnification in the supplemental documents and allow each State to accept.</p>	<p>While the language in the RFP Summary HAS been modified, the requirement to remove the indemnification clause from all Supplemental Documents remains.</p> <p>When Participating States began signing their PA's four years ago, numerous Participating States questioned why the Lead State had not removed the indemnification clause during Master Agreement negotiations. For this reason, the Lead State is now requiring the removal of this clause from all Contractor documents.</p> <p>If State's "allowed" this clause, it's likely due to the fact that they thought 1. The Lead State had already removed this clause, and/or 2. They didn't review the document carefully enough.</p> <p>If the Awarded Contractor would like this language included in their Supplemental Documents, then it will need to be addressed with each Participating State at the time of PA negotiation.</p>

#	Document	Section Reference	Question	Answer
41	Attachment B, Scope of Work	Section IV.A.2.2, Preventative Maintenance	Can this requirement be removed for OEM's that don't perform Preventative Maintenance since it is sold by reseller partners ?	No. Any Dealer that you have authorized to sell or perform services under your Master Agreement must adhere to all requirements in your Master Agreement, and that includes performing required Preventative Maintenance on applicable Devices. This is the same requirement in the current Master Agreements.
42	Attachment B, Scope of Work	Section IV.A.4.2, Period Reporting	Does this apply to non-Managed Print Services purchases? For example, transactional printer only purchases?	Yes. If a Purchasing Entity requests a report, whether it be for one Device, or a fleet of Devices, Awarded Contractor must provide them with the information requested.
43	Attachment B, Scope of Work	Section IV.B.1.2, NASPO ValuePoint Reporting Contact	Section references quarterly report. Please provide quarterly report template.	No, the Lead State does not feel this is necessary since the reporting information is the same as current contractual requirements.
44	Attachment B, Scope of Work	Section IV.E, Ordering and Invoicing Specifications	This is an issue for us and possibly our resellers. Our invoices don't contain a lot of these details. Perhaps consider leaving these details to a Participating Addendum level?	Language has been modified. See revised Attachment B.
45	Attachment B, Scope of Work	Section IV.E.5	Is this meant for MPS only? For purchase, invoices are sent when shipped.	See revised language in Attachment B.
46	Attachment B, Scope of Work	Section IV.H	D&A certificate required before sending an invoice. Is this meant for MPS only? For purchase, invoices are sent when shipped.	See revised language in Attachment B.
47	RFP Summary	Overview, Section A., Primary Products and Services	If a Offeror is awarded Group B with OEM product can they add Non-OEM product to the contract after award?	Yes. Offeror's are not required to submit Non-OEM with their Proposal, but if all they offer under Group B, C, D, E and/or F is Non-OEM, then they must submit a Proposal for Non-OEM in order to be considered for Award of that Group. Below are a few examples: <ol style="list-style-type: none"> 1. If Offeror submits a Proposal for their OEM Devices in Group B, then all of those OEM Devices must be a.) Listed on Buyer's Lab and b.) Be new

#	Document	Section Reference	Question	Answer
				<p>or newly manufactured according to Buyer’s Lab. If Offeror fails to include any new or newly manufactured OEM Devices (that are listed on Buyer’s Lab) in their Proposal for Group B, then they will not be permitted to add those Devices at any time throughout the term of the Master Agreement. If Offeror also wants to provide Non-OEM Devices under Group B, then they don’t need to include these Devices in their Proposal, BUT, they must indicate on the Discount from MSRP tab what discount they are offering for all Non-OEM Base Models and other applicable Third-Party options.</p> <ol style="list-style-type: none"> 2. If Offeror is not an OEM of Group F Devices, but wishes to be awarded this Group, then they must submit a Proposal for Non-OEM Devices. These Devices must be listed on Buyer’s Lab and must be new or newly manufactured according to Buyer’s Lab. 3. If Offeror is an OEM for Group C, but only submits a Proposal for Non-OEM in Group C, then Offeror will not be allowed to provide ANY OEM Devices under Group C throughout the term of the Master Agreement (should they be awarded Group C).
48	Attachment B	Purchase, Lease and Rental Programs	May Offerors provide a Tax-Exempt Municipal Lease (TELP) as a leasing program option? We have received lots of inquiries about this type of lease because it is a simple and rapid leasing solution for a municipality.	Government Entities are already tax-exempt. In addition, there is a non-appropriation clause built into the Scope of Work in the RFP, so the benefits a TELP provides are already extended to users by way of the Master Agreement anyway. That said, as long as the TELP adheres to the requirements in the RFP, and provides one of the authorized acquisition options listed in the RFP (e.g. \$1 Buyout), this lease document can certainly be submitted with your Proposal.

#	Document	Section Reference	Question	Answer
49	RFP Summary	Ancillary Products and Services	Will Thermal, Receipt, Barcode or Kiosk Printers be included on this contract, or will they be sourced as open market?	All products will be reviewed by the Lead State at the time of Master Agreement negotiation to determine whether they will be allowed under Contract, and how they will be categorized (e.g. what Sub-Group they may fall under and whether they adhere to the requirements of the Open Market provision).
50	Attachment B-3, Sample D&A Certificate	N/A	Is the Sample D&A Certificate provided required for all installations? Manufacturers have their own Certificate of Acceptance which is signed when the product is installed.	A D&A Certificate IS required for all non-dropped-shipped Devices, but the Sample provided in the RFP is just that, a Sample. Awarded Contractors may use their own D&A Certificate upon approval by the Lead State. Such Certificate will be included as an Exhibit to the Master Agreement.
51	Attachment B, Scope of Work	I.H, Pricing	Based on the requirement to not lower the discount percentage during the entire term of the contract, does this section refer to MSRP price increases only?	Yes. The MSRP may be adjusted, as long as it coincides with the MSRP on Buyer's Lab (or via other verifiable means if the MSRP is not listed on BLI). The discount percentage must remain firm throughout the term of the Master Agreement, UNLESS the Awarded Contractor wants to increase the discount percentage (e.g. provide a deeper discount, such as changing it from 30% to 35%).
52	Attachment B, Scope of Work	II.9.2.b	For purchased Devices, the initial term is determined by the Purchasing Entity, as long as it does not exceed 60 months on Group A, Group B, Group D, Group E, and Group F Devices, and 120 months on Group C Devices. Why would we evaluate C: Production, beyond industry standard of 7 years? IRS Publication 946: General Depreciation identifies Table of Class Lives and Recovery Periods have a maximum 7 year for Production (Group C), maximum 5	This section ties directly to the ability to offer a maximum 120-month lease term on Group C Devices. The term of the maintenance agreement must be for a period that is equal to the term of the lease agreement. Some customers want the ability to lease Devices (in particular, large, multi-million dollar production equipment) for 10 years; likewise, some current vendors have indicated their desire to offer longer lease terms than what the current Contract affords.

#	Document	Section Reference	Question	Answer
			year for Office Copier/Printer groups.	
53	Attachment B, Scope of Work	N/A	What's the difference between subcategory and NSP?	A Sub-Group are items that will be listed on the applicable Awarded Contractor's C1, C2, D1 and G1 Price Lists. These Price Lists will be submitted to the Lead State during Master Agreement negotiations. NSP, or Open Market Items, are NOT listed on any Price List under the Master Agreement, MUST be discounted at a minimum of 15% off of MSRP, AND, may be subject to a dollar limit, depending on Participating State requirements.
54	Attachment H, Sample Master Agreement	Section V.(5.2.1.2.2), Lease and Rental Equipment	Some Suppliers have Service and Supplies included in the invoiced amounts. Would you allow Suppliers to continue to utilize the current format and report the actual total invoiced amounts, including amounts billed for Usage Based Service and Supplies?	Yes.
55	Attachment B, Scope of Work	Section I.C	Is it a mandatory requirement for devices that are designed to require an operator with vision and mobility capabilities.	No. Please see revised Attachment B.
56	Attachment B, Scope of Work	Section II.A(2.6), Group F Scanners	Are accessories that enhance the functionality of the device beyond the listed specifications permitted?	Yes. As long as the minimum requirements are met.
57	Attachment B, Scope of Work	Pricing	Please confirm if the contractor has the option to update the pricing every 12 months from the effective date of the agreement.	Confirmed, but only with proper justification and upon approval from the Lead State.
58	Attachment B, Scope of Work	Lease and Rental Rates	Please advise if leasing and rental rates are optional pricing options (non-mandatory requirement) for	Per the RFP (specifically, Attachment G), Offeror must provide a <u>leasing</u> option for Group A, Group B, and Group C. Lease (and rental) options are not required for Group D, Group E and Group F.

#	Document	Section Reference	Question	Answer
			which Offeror has the choice to offer or not offer as part of its response.	
59	Attachment B, Scope of Work	Contractor Responsibilities and Tasks	Offeror has a toll-free service designated telephone number for customers to place service requests but does not offer phone technical support. All services are performed on customer equipment during normal business hours. Please kindly advise if Offeror is not required to provide phone technical support.	Phone support needs to be provided for minor troubleshooting on Groups A through E. Group F is excluded from this requirement. See revised Attachment B.
60	Attachment B, Scope of Work	Device Performance	Please advise if Lead State would consider modifying the definition of "downtime" to state the following: Downtime shall specifically exclude (i) customer's misuse, mishandling, and/or abuse of the machine outside of the manufacturer's published specifications; (ii) failure of customer to perform regular routine cleaning per original equipment manufacturer's operator manual; (iii) customer's allowance to have another third party provide services on the machine; and/or (vi) issues with the customer's physical environment (i.e., electrical, network connectivity, HVAC, etc.).	No. Per the RFP, each Participating State or Entity can negotiate their own SLA with the Awarded Contractor; this includes further defining what "downtime" means. However, regardless of the reasons for a Device being down, if it is still covered under warranty or the customer has a maintenance agreement, the Awarded Contractor is still obligated to repair (or replace) it. The question then becomes whether or not the repair or replacement is covered under the equipment warranty and/or the maintenance agreement.
61	Attachment B, Scope of Work	Service Zones	Will Offeror be considered compliant by providing replacement parts contained within the device (not provide a new device) when repairing the device?	Yes, providing that the replacement part actually fixes the issue.
62	Attachment B, Scope of Work	Device Relocation	For device relocation, is transporting devices to a new location a direct	If the Device is being leased or rented, then the Offeror needs to handle transportation directly. If the

#	Document	Section Reference	Question	Answer
			<p>requirement or can an Offeror supply all aspects of dismantle, packing, and reassemble but request the Purchasing Entity to handle physical relocation of the equipment when a transportation vehicle is required?</p>	<p>Purchasing Entity owns the equipment, then they can determine how they want to transport it. Attachment B has been updated to reflect this requirement.</p>
63	Attachment B, Scope of Work	Master Agreement Marketing Manager	<p>Would Offeror be required to maintain a separate website for each Participating State that has a Participating Addendum for this Master Agreement? Would the website requirement be satisfied if Offeror created pages on its own website with the necessary information to market the Master Agreement? If there is a different website Offeror is required to present marketing data and content, how does that upload process work?</p> <p>Additionally, are there requirements on the types of data or content that must be included on these sites? How long does Offeror have to update information if something becomes out of date? If data or content is found to be out of date, is there a mandatory cure period or penalty imposed on the Offeror?</p>	<p>Pages on the Awarded Contractors own website would be contractually compliant. What the Awarded Contractor chooses to include on the site is a decision for their marketing team, and NASPO's supplier engagement team will work with them to determine useful data if needed. If the data becomes out of date, the Awarded Contractor should update the data within a commercially reasonable period of time. If the data becomes out of date with no update, there would be an opportunity to cure, with no penalty imposed immediately. This clause is intended to ensure that an Awarded Contractor has the capacity to provide goods and services on a national cooperative contract, including adequate capacity to market those goods and services. It is not meant to impose a stringent marketing methodology.</p>
64	Attachment B, Scope of Work	Device Demonstration Requirements	Can Offeror provide a virtual or web-based demonstration of the device?	Yes, if acceptable to the Purchasing Entity.
65	Attachment B, Scope of Work, and Attachment H, Sample Master Agreement	Payment Methods	Can Offeror not offer credit card payment as an option? Offeror accepts payment by check or ACH.	No. All Awarded Contractors must have the ability to accept credit card payments.

#	Document	Section Reference	Question	Answer
66	Attachment B, Scope of Work, and Attachment H, Sample Master Agreement	Available Products and Delivery Requirements	Offeror does not inventory its products, and each piece of equipment is manufactured upon receipt of a firm purchase order. The timeline for delivery of products varies (i.e., 90-120) depending on demand, supply chain issues, and other factors. Please confirm this thirty (30) day delivery requirement would not apply to a Contractor that does not inventory products.	No, the Awarded Contractor will not be required to adhere to a 30-day delivery time-frame if they do not inventory their products. Attachment B has been updated to reflect this.
67	Attachment B, Scope of Work	Sensitive Information and Data Breach	Will the cyber security requirements found in these sections apply to a contractor who does not offer products or services applicable to such requirements?	Offeror will need to address this in their redlines to Attachment H, Sample Master Agreement, and in Attachment I, Proposed Modifications to Sample Master Agreement.
68	Attachment B, Scope of Work	Authentication and Access	Please confirm Offeror will be in compliance with the specifications contained in this Section if Offeror provides the ability for the Purchasing Entity's IT Department to complete all these functions.	If Awarded Contractor provides the ability to meet all of the specified requirements, then yes, they will be in compliance.
69	Attachment H	Normal Business Hours	Please advise if the holidays aligns with the holidays observed by the federal government.	Not all federal holidays are recognized in each State. For example, Colorado no longer recognizes Columbus Day, therefore, this will need to be addressed with each Participating State during PA negotiations.
70	Attachment B, Scope of Work	Open Market Items	Please confirm Offeror does not need to include prices for Not Specifically Priced (NSP) items. If yes, Offeror will not list prices for NSP items as part of Offeror's response.	Confirmed. Per the RFP, Offerors must only submit pricing for Groups A, B, C, D, E, and/or F. If Offeror also wants to provide MPS, they must submit pricing for it, per the MPS Price List. As already noted, MPS will not be a separate Award.
71	Attachment H, Sample Master Agreement	NASPO ValuePoint Summary and	Can the Lead State provide sample reports for the following: Detailed	No. Reporting requirements will be addressed during Master Agreement negotiations.

#	Document	Section Reference	Question	Answer
		Detailed Usage Reports	Sales Data, Sales Data Crosswalks and Executive Summary reports?	
72	Attachment H, Sample Master Agreement	Most Favored Customer	<p>To comply with this clause, can the Lead State clarify if the following exclusions are allowed?</p> <ol style="list-style-type: none"> 1. Offeror’s dealer program allows dealers to resell products in accordance with Offeror’s dealer program requirements and is based on providing a wholesale discount rate to authorized dealers, but these discounts are not available to any public or private entity. 2. GSA contracts. 3. Global purchase agreements. 4. Quantity purchase discount offer for POs during the past 12 consecutive months. 	<p>The intent of the language in this section is for the Awarded Contractor to simply notify the Lead State and NASPO ValuePoint if the Awarded Contractor has other provisions or agreements in place that could affect the promotion of the Master Agreement OR that could impact pricing adjustments to the Master Agreement. So for example, if your GSA contract has a provision which states that another cooperative contract can’t have better pricing than what is on the GSA schedule, then you need to provide the Lead State and NASPO ValuePoint with a copy of that provision.</p>
73	Attachment B, Scope of Work, and Attachment H, Sample Master Agreement	Lemon Clause	<p>Offeror is requesting the Lead State to consider revising this section with the following language:</p> <p>Any Device that fails (except due to operator error, Purchasing Entity’s physical site environment issues/malfunctions, 3rd party servicing the Device, normal wear and tear of the machine, failure of Purchasing Entity (and its designated personnel) to follow manufacturer’s published operator manual, modifying the Device without obtaining authorized written consent from Contractor) to function in accordance with the Manufacturer’s published performance</p>	No.

#	Document	Section Reference	Question	Answer
			specifications, twelve (12) times in any twelve (12) week period and/or is subject to recurring related problems not indirectly or directly caused by Purchasing Entity (and/or its personnel, subcontractors, or agents), shall be replaced with replacement parts contained with the Device that meets the original equipment manufacturer's specifications , at no cost to the Purchasing Entity.	
74	Attachment B, Scope of Work, and Attachment H, Sample Master Agreement	Lemon Clause	Please advise if the Lead State will consider revising the application period from thirty-six (36) months to six (6) months from the date of Acceptance.	No.
75	Attachment H, Sample Master Agreement	Required Updates	Please confirm Contractor will not have to perform the required updates pursuant to Section 8.3 if Contractor does not inventory its products, and therefore, no products will be considered on backorder.	Awarded Contractor will still be required to update the Purchasing Entity on a semi-monthly basis regarding the status of their Order.
76	Attachment H, Sample Master Agreement	Section 10.8	Offeror is respectfully requesting that a product should only be deemed to be in significant failure by the Participating State as described in Section 10.8 if the applicable product continues to deviate from its published specifications after Contractor has been given a commercially reasonable amount of time to perform maintenance service under the applicable warranty period or Maintenance Service Agreement.	The addition of this clause will not be added to the Master Agreement; rather, it can be addressed with each Participating State during PA negotiations.

#	Document	Section Reference	Question	Answer
77	Attachment H, Sample Master Agreement	Cyber Liability	Offeror requests the removal of this cyber liability insurance coverage requirement for Offerors who are not providing products and services where it is applicable.	Offeror will need to address this in their redlines to Attachment H, Sample Master Agreement, and in Attachment I, Proposed Modifications to Sample Master Agreement.
78	Attachment H, Sample Master Agreement	Confidentiality, Non-Disclosure, and Injunctive Relief	Contractor is respectfully requesting that the confidentiality obligations set forth in this Section 14.2 apply to both parties in perpetuity.	No. Due to the variance in record retention, statutory requirements for confidentiality, and open records acts, neither the Lead State or NASPO ValuePoint set confidentiality requirements for Participating States or Entities at the Master Agreement level. Therefore, Awarded Contractors may negotiate confidentiality requirements at the PA level.
79	Attachment B, Scope of Work, and Attachment F, and Attachment H	Contractor Responsibilities and Tasks; Performance Standards, Administrative Fees, Purchased Equipment	<ol style="list-style-type: none"> 1. Offeror will email a service report (contains service summary information, per call) upon completing of each individual service call (preventive maintenance and/or repair service call request) at the customer's site. Can Offeror's service report be considered an equivalent or an acceptable substitution for the report as described in Attachment A (4.2) and Attachment F (II-3)? 2. Regarding (iv) useful life, per device report, Offeror is the OEM and sells service plans for these machines to all similarly situated customers (commercial and governmental entities). As such, Offeror has customers that have continuously purchased service plans from Offeror that are five, eight, or 	<ol style="list-style-type: none"> 1. Incorrect references provided in this question. The Lead State is not clear as to what Offeror is asking and therefore chooses not to respond. 2. If the Device has surpassed it's Useful Life and the customer is still paying for a maintenance plan, then No, estimated end of Useful Life is not required in the report.

#	Document	Section Reference	Question	Answer
			ten years old, from the date the device was originally delivered. Based on the above, is the request for the report to include estimated end of useful life not applicable.	
80	Attachment A, RFP Terms and Conditions	Renewal Term Definition	Will you please clarify that the customer may cancel at any time with 30 days' notice, without penalty, during the renewal term?	If the customer enters into a month to month renewal, they can cancel at anytime without penalty. If however, they enter into a 12-month renewal and cancel early, penalties may be assessed. Refer to revised Section III.D of Attachment B for additional clarification.
81	Attachment B, Scope of Work	Device Upgrade and Downgrade	Would the State please consider adding the following language in blue: A Purchasing Entity may do a Device Upgrade or Downgrade on a lease or rental at any time throughout the term of the lease or rental agreement (limited to 10% or less of the entire fleet).	No, this language will not be incorporated into the RFP or subsequent Master Agreements. The Lead State believes that if a Purchasing Entity wants to upgrade (or downgrade) their entire Fleet, they should have the ability to do so. However, Awarded Contractor is free to speak with each Participating State about including this clause during PA negotiations.
82	Attachment G-1 through G-6	Service-Supplies Pricing Tab	There is only a flat rate fee with no supplies listed. Can an option for a flat rate fee with supplies included be added to the price sheets?	Yes. See revised Attachments G-1 through G-5. Attachment G-6 does not reflect this change.
83	Attachment H, Sample Master Agreement	Pricing, Payment & Leasing	Should this reference Attachment A RFP Terms and Conditions, or Attachment B Scope of Work? We do not see an Exhibit A Statement of Work.	No. Exhibit A, Statement of Work, is the correct reference but due to time constraints, the Lead State was not able to modify Attachment B, Scope of Work, to become Exhibit A, Statement of Work, in the Sample Master Agreement. Ultimately, Exhibit A will be created from Attachment B and customized to fit the Awarded Contractor's offerings. It's for this reason that Attachment H is called a "Sample." It's also important to note that the 2024 Master Agreements will look substantially different than the current Master Agreements, which is also why Exhibit A, Statement of Work, will be its own Exhibit, rather than being

#	Document	Section Reference	Question	Answer
				embedded into the body of the Master Agreement, as is the case with the current contracts.
84	Attachment H, Sample Master Agreement	Force Majeure	Given the unprecedented impact COVID-19 brought globally, would you please consider adding additional causes such as epidemics, pandemics, and common carrier delays? This language is in many other Government contracts, so this would bring industry consistency as well.	The definition has been modified to include pandemics and (conditional) epidemics. A force majeure event may cause a carrier delay, but a carrier delay itself, is not a force majeure event.
85	Attachment G, Cost Proposal	Section I.B.	Please exclude Group C and Subgroup C-1	See revised Attachment G. However, only Group C has been excluded since Offerors are not required to submit pricing with their proposal for Sub-Group C1, and Attachment G solely refers to pricing for Proposal submission.
86	Attachment B, Scope of Work	Section II.3.9	Per BLI they serve Original Equipment Manufacturers (OEMs), dealers, and business consumers, reporting on devices like printers, multifunctional devices, facsimile machines, scanners, wide-format devices, and digital imaging software. They do not handle many of the Specialty Print and Industrial Print devices, so these products will not be found in BLI. How will you accommodate these products being on contract?	Section II.3.9 falls under <u>Primary Product and Service Offerings</u> , Group Categories . Specialty Print and Industrial Print falls under <u>Ancillary Product and Service Offerings</u> , Sub-Group Categories . Primary Groups have different requirements than Sub-Groups, which is why they are being evaluated and Sub-Groups are not. Therefore, the Lead State does not expect Sub-Group products to be listed on Buyer's Lab.
87	Attachment B, Scope of Work	Ancillary Product and Service Offerings	For Groups C and D, it is stated that the accessory discount for OEM versus non-OEM items can be different. This allows us to have a higher discount on OEM accessories than for non-OEM accessories. However, the language	The language in this section does not specifically address "accessories" as your question implies. The term used is "Products" which, per the definition of Products, encompasses the base model, accessories, supplies, software, etc. That said, your question has prompted the Lead State to include a Non-OEM Base

#	Document	Section Reference	Question	Answer
			<p>only indicates accessories are allowed to have differing discounts between OEM and non-OEM.</p> <p>Can language be added that allows for base unit discounts to be at different discounts between OEM and non-OEM as well? This would allow all Suppliers to give deeper discounts on OEM base units.</p>	<p>line item on the Discount from MSRP tab in Attachments G-2, G-3, G-4, G-5 and G-6. Please note that Attachment G-1 (Group A) is OEM only and therefore has not been revised to allow for Non-OEM base units.</p>
88	Attachment B, Scope of Work	Maintenance Agreement; Renewal Terms and Legacy Devices	<p>Section 9.2 h legacy devices addresses how maintenance should be handled for both NP-18-001 and 3091 devices, yet under Section 9.2 c Renewal terms, it seems as if there is a distinction being made between NP-18-001 and 3091, but we are not clear on what that distinction is since letter h has the same rules apply to both legacy contracts. Please clarify.</p>	<p>The same rules apply to Legacy Devices acquired under both NP-18-001 and 3091. See revised Attachment B.</p>
89	Attachment B, Scope of Work	Device Relocation	<p>This section states “Up to 50 miles from building in which Device was originally placed”. If a customer asks us to move a machine from their location to a storage area for a temporary period, and then later on back to the original location, this may be interpreted as the Contractor would be responsible to move the unit back to its original location free of charge. When the Contractor should in fact be able to charge them for both moves. We would like to recommend the language be revised to “Up to 50 miles from building in which Device is currently placed”</p>	<p>Language has been modified. Refer to revised Attachment B.</p>

Attachment A

RFP TERMS AND CONDITIONS

This RFP and Offeror's participation therein is subject to the following terms and conditions:

I. DEFINITIONS

- A. A3 MFD** - A Multi-function Device which is designed to handle letter, legal, ledger and some smaller paper sizes, such as postcards and envelopes.
- B. A4 MFD** - A Multi-function Device which is designed to handle letter, legal and some smaller paper sizes, such as postcards and envelopes. Ledger size paper is NOT an option on this Device.
- C. Acceptance** - 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 Device, unless the Purchasing Entity provides a written notice of rejection to Contractor.
- D. Acceptance Testing** - The process set forth in the Master Agreement for ascertaining that the Device meets the standard of performance prior to Acceptance by the Purchasing Entity.
- E. Accessory** - A compatible item that is added to the Base Unit to enhance its capabilities and functions.
- F. Authorized Dealer** - The Manufacturer's authorized sales and Service center (also known as a Dealer, Distributor, or Partner) that must be certified by the Manufacturer to sell the Manufacturer's Products, and perform machine installation and maintenance on Devices offered by the Manufacturer. A Purchasing Entity must be able to, at a minimum, visit the sales and service center to view and test Device.
- G. Award** - the selection of an Offeror based on the Offeror's Proposal, to receive a Master Agreement resulting from the RFP.
- H. Base Unit** - The copier, printer, Scanner, Large/Wide Format and Production Devices that include all standard Accessories and parts and excludes optional Accessories and/or software.
- I. Blended Rate** - A rate that is derived by taking the b&w and color cost per click rates on one or more Devices and calculating one rate that a customer will be billed for all copies, regardless of Device type and b&w or color output. Allows for simplicity when billing copies run.
- J. Bronze Standard** - Devices which meet less than 50% of the 28 optional EPEAT criteria.
- K. Business Day** - Any day other than Saturday, Sunday, or a legal holiday.
- L. Buyout to Keep** - The early termination option on an FMV or Capital Lease that involves the acquisition of the Device by the Purchasing Entity, and consists of any current and past due amount, plus the remaining stream of Device Payments.
- M. Buyout to Return** - The early termination option on an FMV, Capital or Straight Lease that involves

the return of the Device by the Purchasing Entity to Contractor, in good working condition (ordinary wear and tear excepted), and consists of any current and past due amounts, plus the remaining stream of Device Payments.

- N. Cancellable Rental** - An agreement that is cancellable upon the Purchasing Entity providing the Contractor with a thirty (30) day written notice, and is subject to a maximum penalty of up to three (3) months of Total Monthly Payments. Device ownership is not an option.
- O. Capital Lease** - For the purposes of this RFP and resulting Master Agreement(s), a Capital Lease shall also be referred to as a \$1 Buyout Lease and title of the Device will automatically pass from the Contractor to the Purchasing Entity at the end of the Initial Lease Term, and the Purchasing Entity will not be subject to additional payments in order to assume ownership. However, it will be at the discretion of the Participating State or Entity as to whether other criteria will also be considered, such as a bargain purchase option, a lease term longer than 75% of the estimated economic life of the Device, or the present value of the lease payments is greater than 90% of the fair market value of the Device at the beginning of the Initial Lease Term, or any other legal requirements relating to a Capital Lease.
- P. Confidential Information** - means any and all information in any form that is marked as confidential or would by its nature be deemed confidential and is obtained by Offeror in connection with this RFP, including but not limited to the data or records of the Lead State, the Multistate Sourcing Team, NASPO, or NASPO ValuePoint.
- Q. Contractor** – The person or entity delivery Products and performing Services under the terms and conditions set forth in the Master Agreement.
- R. Coterminous** - Two or more leases or rentals that end at the same time. The original lease or rental payment is modified to reflect the addition of a new piece of Device or Accessory. The original term of the lease or rental is not modified as a result of a Coterminous addition.
- S. Deliverable** – A Product, Service, solution, result, labor, or other effort being sought through this RFP.
- T. Device** - The Base Unit, either with or without optional Accessories and/or software. May also be referred to as “Equipment.”
- U. Device Downtime** - The period of time that a Device is waiting for Service to be completed.
- V. Device Payment** - The Device portion of the payment, less any Service, Supplies, and maintenance.
- W. Device Trade-In** - An agreed upon transaction between the Purchasing Entity and Contractor, in which Contractor takes ownership of Purchasing Entity’s owned Device, often for a discounted amount.
- X. Device Upgrade or Downgrade** - A replacement of the Purchasing Entity’s existing lease or rental Device, with a different piece of Device, of either greater or lesser value. A new lease or rental is then originated for the new piece of Device, with the remaining lease or rental payments on the old Device wrapped into it. The old lease or rental is closed out, and the Device is returned to Contractor.
- Y. Electronic Product Environmental Assessment Tool (EPEAT)** - A tool which evaluates and selects Device according to a list of preferred environmental attributes. EPEAT registered means Devices

meet the 1680.2 IEEE Standard for Environmental Assessment of Imaging Device, as amended.

- Z. **Energy Star** - The U.S. Environmental Protection Agency's standard for energy efficiency.
- AA. **Fair Market Value (FMV) Lease** - A lease in which the Purchasing Entity can either 1) Take title to the Device at the end of the Initial Lease Term by paying the residual value to Contractor, 2) Enter into a Renewal Term for the Device, or 3) Return the Device to Contractor at the end of the Initial Lease Term.
- BB. **Free on Board (FOB) Destination** - Contractor is responsible for transportation and handling charges and the sale does not occur until the Products arrive at the Purchasing Entity's specified location.
- CC. **Group** - The classification for the different types of Devices solicited in this RFP. Groups are determined by the Devices primary functions and/or capabilities.
- DD. **Initial Lease or Rental Term** - The length of time (i.e. 12, 18, 24, 36, 48, or 60 months) that a Purchasing Entity enters into a lease or rental agreement.
- EE. **Interested State** - A state that has requested to be identified as a potential Participating Entity in this RFP.
- FF. **Large/Wide Format Equipment** - A Device that prints on a large paper via a variety of output options.
- GG. **Lead State** - The State issuing this RFP.
- HH. **Legacy Device** - Device that was purchased, leased, or rented either under a prior NASPO ValuePoint or WSCA Master Agreement, another program, or via any other means.
- II. **Maintenance Agreement** - An agreement in which the Contractor provides monthly Service, parts, Supplies, and Preventative Maintenance on purchased, leased or rented Devices.
- JJ. **Managed Print Services (MPS)** - The management, service, and support of the Purchasing Entity's entire enterprise and output infrastructure of printed materials, with the objective of creating a solution that improves the print process and reduces the expense of printed material.
- KK. **Manufacturer** - A company that, as its primary business function, designs, assembles, and owns the trademark/patent and markets a Device. Also referred to as Offeror and Contractor.
- LL. **Manufacturer's Suggested Retail Price (MSRP)** - The list price or recommended retail price of a Product in which the Manufacturer recommends that the retailer sell the Product.
- MM. **Master Agreement** means a contract, resulting from this RFP, that is executed by and between a successful Offeror and the Lead State, acting in collaboration with NASPO ValuePoint.
- NN. **Multi-function Device (MFD)** - A Device which incorporates the functionality of multiple Devices into one, such as print, fax, copy and scan. Each feature can work independently of the other.
- OO. **Multistate Sourcing Team** - The group of individuals assisting the Lead State with solicitation and contracting activities, which may include but are not limited to development of this RFP, evaluation of Proposals, negotiation of Master Agreements, and evaluation of Contractor performance.
- PP. **NASPO** - The National Association of State Procurement Officials.
- QQ. **NASPO ValuePoint** - The cooperative contracting division of NASPO.

- RR. Newly Manufactured** - Devices that have not been Refurbished, Remanufactured, rented, leased, sold, or used in a demonstration, and are currently being marketed by the Manufacturer.
- SS. Normal Business Hours** – Defined as the hours between 8AM and 5PM, Monday through Friday, Holidays excluded.
- TT. Not Specifically Priced (NSP)** - NSP items enhance or compliment the Device but are not listed in the Master Agreement Price List(s). NSP's may include Coin-Op equipment, empowering software etc.
- UU. OEM** - Original Equipment Manufacturer.
- VV. Offeror** - A Manufacturer submitting a Proposal in response to this RFP.
- WW. Order** – Any type of encumbrance document or commitment voucher, including, but not limited to, a purchase order, contract, MPS statement of work, Maintenance Agreement, lease agreement, rental agreement etc.
- XX. Participating Addendum** - A contract, referencing a Master Agreement, that is executed by and between a Contractor and a Participating Entity and may include Participating Entity-specific requirements and terms.
- YY. Participating Entity** - A state, or another entity authorized to enter into a Participating Addendum, that executes a Participating Addendum with a Contractor.
- ZZ. Preventative Maintenance** - The servicing of a Device for the purpose of maintaining a satisfactory operating condition by providing systematic inspection, detection, and correction of failures either before they occur or before they develop into major defects.
- AAA. Private Label** - Devices that are manufactured by one company and sold under a retailer's brand name.
- BBB. Production Device** - A high-speed, high-quality printing Device that typically has advanced finishing functionality.
- CCC. Product** – Devices, Accessories, parts, software, and/or Supplies provided by Contractor pursuant to the Master Agreement.
- DDD. Proposal** - An Offeror's submission in response to this RFP, including information submitted directly through the RFP Website and information submitted after the RFP Close Date at the request of the Lead State.
- EEE. Purchasing Entity** – A city, county, district, institution of higher education, and some non-profits who issue an Order against the Master Agreement via their Participating State or Entity's Participating Addendum.
- FFF. Refurbished** - A Device which has received extensive maintenance and/or minor repair, including the replacement of all standard parts subject to wear during the normal course of use. For the purpose of this RFP and resulting Master Agreement(s), Refurbished Device shall not have more than 750,000 original copies on it. In addition, Refurbished Device must only contain OEM parts. Refurbished Device must be certified by the Manufacturer.
- GGG. Remanufactured** - The process of disassembling Devices known to be worn or defective that can be

reused or brought up to OEM specification by cleaning, repairing or replacing it in a manufacturing environment and then reassembling and testing it, so that it will operate like a new Device. Remanufactured Devices must be certified by the Manufacturer.

HHH. Renewal Term - A lease term that supersedes the Initial Lease Term, and which a Purchasing Entity may enter into upon thirty (30) days prior written notice to Contractor. Each Renewal Term shall not exceed 12 months, the residual value of the Device, or the Useful Life of the Device. Capital Leases are excluded from going into renewal.

III. Response Time - The time from when the original Service Call is placed with the Contractor or Authorized Dealer, to when the Service technician arrives at the Purchasing Entity's location.

JJJ. RFP - This Request For Proposals, including all attachments and exhibits and any information posted by the Lead State to the RFP website, as amended.

KKK. Scanner - A Device that scans documents and converts it into digital data.

LLL. Segment - The various speeds that Devices are categorized by.

MMM. Services – The labor required to be performed by Contractor pursuant to the Master Agreement or an Order. Services may include, but are not limited to, maintenance, MPS and software installation.

NNN. Service Base Location - The place of business where the Contractor or Authorized Dealer stores parts and provides training for service technicians.

OOO. Service Call - An on-site Service technician visit due to Device error or malfunction.

PPP. Short-Term Rental - A type of agreement in which ownership is not an option and the maximum rental term does not exceed 18 months.

QQQ. Single-function Printer - An inkjet or laser Device that only prints and is not capable of other functions such as copying, faxing or scanning.

RRR. Straight Lease - A type of agreement in which ownership is not an option and the Total Monthly Payment amount remains firm throughout the Initial Term.

SSS. Supplemental Documents - Documents include, but are not limited to, lease agreements, rental agreements, Maintenance Agreements, and MPS Statement of Work documents that are pertinent to the Products being offered. For purposes of Proposal submission, Supplemental Documents do not include software, end-user, or click-wrap agreements.

TTT. Supplies - Consumable items that get used up or are discarded once used, such as ink cartridges.

UUU. Third Party – A person or entity that may be directly involved, but is not a principal to an arrangement, contract, deal, lawsuit, or transaction.

VVV. Total Monthly Payment - The Device portion of the payment, as well as any Service, Supplies or maintenance, and less any applicable taxes.

WWW. Useful Life - Period during which a Device is expected to be usable for the purpose in which it was manufactured.

II. GOVERNING LAW AND VENUE

- A. This RFP and Offeror's participation in it is governed by and construed in accordance with the laws, rules and policies of the State of Colorado. Further, Offeror must comply with all applicable federal laws.
- B. Unless otherwise specified in this RFP, the venue for any protest, claim, dispute, or action relating to this RFP, including evaluation and Award, is in the state of Colorado.
- C. Any claim relating to this RFP brought in a federal forum must be brought and adjudicated solely and exclusively within the United States District Court for the Lead State.

III. RFP DOCUMENTS

A. RFP Website.

- 1. The RFP Website is the sole source for official RFP documents and updates. The Lead State may, but is under no obligation to, notify Offeror of updates to the RFP Website, including the posting of RFP amendments.
- 2. Documents from this RFP may be posted on multiple websites, including non-Lead State procurement solicitation boards and the NASPO ValuePoint website, or distributed through other channels, such as email. Such distribution is for advertising and informational purposes only, and documents and information from sources other than the RFP Website should not be relied upon to develop or submit a Proposal. Proposals or questions submitted through any means other than those specified in this RFP will not be addressed or considered by the Lead State.

B. RFP Amendments.

- 1. The Lead State may, at any time and in its sole discretion, issue one or more amendments to this RFP. Information shared orally or in informal communications will not be considered an amendment unless explicitly stated in the communication or documented in writing on the RFP Website.
- 2. The Lead State may extend any deadline given to Offerors during the RFP process, including the RFP Close Date and RFP Q&A Deadline.
- 3. The Lead State may make immaterial corrections or clarifications to the RFP.
- 4. Offeror is wholly responsible for reviewing amendments and updates to the RFP Website, acknowledging amendments as required, and submitting a Proposal that is responsive to and compliant with the RFP as amended.

C. Waiver.

- 1. The Lead State may waive any requirement in this RFP if the Lead State determines that waiver is in the best interest of the Lead State and potential Participating Entities and Purchasing Entities.
- 2. Waiver of a requirement will not be construed as waiver of any other requirement in this RFP.
- 3. The Lead State may waive minor irregularities or defects in an Offeror's Proposal.

D. Protest Information.

1. In accordance with Article 109 of the Colorado Procurement Code, any aggrieved party in connection with the RFP or Award of a Master Agreement may protest by sending an email to the following: John Chapman at john.chapman@state.co.us. The protest shall be submitted within ten (10) Business Days after such aggrieved party knows or should have known of the facts giving rise to the protest.
2. C.R.S Title 24, Article 109, Section 505, Costs, in part, states that when a protest is sustained and the aggrieved party should have been, but was not awarded the contract under the Solicitation, the aggrieved party shall be entitled to the reasonable costs incurred in connection with the Solicitation, including bid preparation costs. Reasonable costs shall not include attorney fees. No other costs shall be permitted.

IV. PROPOSALS

A. Late Delivery or Non-delivery of Proposal. Offeror is wholly responsible for ensuring Offeror's Proposal is complete and submitted timely to the Lead State in the format required by this RFP. The Lead State will not accept a Proposal after the RFP Close Date.

B. Modified and Alternate Proposals. Offeror is expected to submit Offeror's most favorable terms and pricing in its original Proposal submitted by the RFP Close Date. The Lead State is under no obligation to provide Offeror an opportunity to modify or submit an addendum to Offeror's original Proposal or to submit another Proposal, including a best and final offer, prior to final evaluation and award. Alternate Proposals will not be accepted unless otherwise specified in this RFP.

C. Cost Proposal.

1. Offeror must review **Attachment G, Cost Proposal Information and Instructions** and then complete all required elements of **Attachments G-1 through G-6** (or any Groups Offeror is responding to) and **Attachment G-7** (if submitting a response for MPS). The format and structure of the Cost Proposal is intended to allow for a fair evaluation of like costs among Offerors. Deviation from the format or structure of the Cost Proposal may result in Offeror's Proposal being deemed non-responsive.
2. Offeror is wholly responsible for ensuring figures and calculations submitted in Offeror's completed Cost Proposal are accurate, even if formulas have been provided by the Lead State as a courtesy.
 - a. Inclusion of cost or pricing information in any document other than Attachments G-1 through G-7, may result in Offeror's Proposal being deemed non-responsive.
 - b. Submission of costs determined not to be reasonable by the Lead State may result in Offeror's Proposal being rejected, regardless of the results of the Cost Proposal evaluation.

D. Proposed Modifications to the Sample Master Agreement.

1. The Lead State may, but is not obligated to, consider proposed modifications to **Attachment H, Sample Master Agreement**. Provisions of the Sample Master Agreement that are

generally inapplicable to, incompatible with, or unsuitable for the subject of this RFP should be brought to the attention of the Lead State using the process described in this RFP for asking questions and will be addressed only at the sole discretion of the Lead State.

2. Offeror-specific modifications to Attachment H, may be proposed as part of Offeror's Proposal in **Attachment I, Proposed Modifications to Sample Master Agreement**, but are strongly discouraged. The quantity, breadth, and nature of modifications proposed by Offeror may be considered in the Lead State's evaluation of Offeror's Proposal and of its risks, costs, and benefits to the Lead State and potential Participating Entities and Purchasing Entities. Proposing excessive or overly restrictive modifications, or proposing modifications upon which Offeror's Proposal is conditioned, may result in Offeror's Proposal being deemed non-responsive.
 3. The following may not be considered by the Lead State:
 - a. Any proposed modification not submitted with Offeror's Proposal;
 - b. Any proposed modification not accompanied by an explanation as required in Attachment I;
 - c. Any proposed modification not reflected in redlined edits to Attachment H and submitted with Offeror's Proposal; and
 - d. Any proposed modification merely referencing another document or a URL.
 4. Offerors may propose additional terms but must include them as redlines to the Sample Master Agreement, and must indicate in Attachment I that such redlines have been made and where they can be located in the Sample Master Agreement.
- E. Proposal Contact.**
1. The Proposal Contact identified by Offeror in **Attachment E, Offeror Information, Acknowledgements, and Certifications** must be able to respond timely to communications from the Lead State. Offeror must, within 24 hours, notify the Lead State of any change to Offeror's Proposal Contact. Offeror is wholly responsible for ensuring communications received by Offeror's Proposal Contact are reviewed and addressed timely by the appropriate personnel.
 2. The Lead State may, but is under no obligation to, notify Offeror's Proposal Contact of updates to the RFP Website, including the posting of RFP amendments. Offeror is wholly responsible for reviewing updates and submitting a Proposal that is responsive to and compliant with the RFP as amended.
- F. Proposal Development Costs.** All costs incurred by Offeror in the preparation and submission of a Proposal, including any costs incurred during discussions, clarifications, or demonstrations, are the responsibility of Offeror and will not be reimbursed.
- G. Firm Offer.** Offeror's Proposal will act as a firm offer for 180 days following the RFP close date. After 180 days, the offer will remain open unless revoked by Offeror via written withdrawal of Offeror's Proposal.

H. Ownership and Disclosure of Proposals.

1. Offeror grants Lead State and NASPO a perpetual, irrevocable, non-exclusive, royalty-free, and transferable right to display, modify, copy, and otherwise use the contents of Offeror's Proposal, which may be:
 - a. Shared with NASPO members;
 - b. Shared with entities represented on the Multistate Sourcing Team;
 - c. Posted to the NASPO ValuePoint website following execution of Master Agreements for examination by potential Participating Entities and Purchasing Entities;
 - d. Subject to disclosure in accordance with applicable public information laws, rules, and policies; and
 - e. Subject to retention, archiving, and destruction in accordance with applicable retention laws, rules, and policies.
 2. If Offeror is claiming any portion of its Proposal as confidential, proprietary, or protected, Offeror must complete the required sections of **Attachment D, Claim of Business Confidentiality**, and submit with Offeror's Proposal a redacted copy of Offeror's Proposal, which must be clearly marked as such. Offeror may not mark pricing or Offeror's entire Proposal as confidential, proprietary, or protected. Submission of a Claim of Business Confidentiality does not guarantee that information claimed by Offeror as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable public information laws, rules, and policies. If Offeror fails to submit a redacted copy of Offeror's Proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Offeror releases the Lead State, NASPO, NASPO members, and entities represented on the Multistate Sourcing Team from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.
- I. **Confidential Information.** If Offeror is provided or given access to Confidential Information in connection with this RFP, Offeror will keep the Confidential Information in confidence and will not use the Confidential Information for any purpose other than as directed by the Lead State and as necessary to respond to this RFP. Unless otherwise directed by the Lead State, Offeror will destroy Confidential Information within 30 days of the cancellation of this RFP, rejection or withdrawal of the Offeror's Proposal, or execution of a Master Agreement between the Lead State and Offeror.

V. RIGHTS RESERVED TO THE LEAD STATE

A. RFP Contact and Multistate Sourcing Team.

1. The Lead State may change the RFP contact at any time. The Lead State will notify potential Offerors of the change via an amendment to this RFP, an email to the Offeror's Proposal Contact, or an update to the RFP website.
2. The Lead State is not required to disclose the composition of the Multistate Sourcing Team and may, at any time and without notice, change the composition of the Multistate Sourcing

Team, provided the composition complies with the Lead State's laws, rules, and policies.

- B. Rejection of Proposals.** The Lead State may reject Offeror's Proposal at any time if the Lead State determines that:
1. The Proposal is non-responsive; or
 2. The Proposal has failed to meet any mandatory requirement of the RFP, including any minimum scoring threshold;
 - a. Offeror is not responsible; or
 - b. Offeror has committed a violation of procurement law, rule, or policy.
- C. Cancellation.**
1. The Lead State may cancel this RFP at any time if the Lead State determines that cancellation is in the best interest of the Lead State and potential Participating Entities and Purchasing Entities.
 2. Following cancellation, the Lead State may, at its discretion, re-issue this RFP or issue another RFP for the same or similar Deliverables.
- D. No Exclusivity.**
1. Master Agreements resulting from this RFP will be established solely for the convenience of Participating Entities. The Lead State, Participating Entities, and Purchasing Entities reserve the right to obtain the same or similar Deliverables from other sources when in their best interest and permitted by applicable law, rule, or policy.
 2. The Lead State may, at its discretion, issue a supplemental solicitation during the term of a Master Agreement resulting from this RFP if the Lead State determines that:
 - a. There is insufficient competition among Contractors awarded a Master Agreement resulting from this RFP;
 - b. The quantity or diversity of Deliverables available through Master Agreements resulting from this RFP is insufficient to meet demand; or
 - c. Changes in the industry, market, or technology justify the solicitation of new or supplemental Contractors or Deliverables.
- E. Conditional Awards.**
1. Award and execution of a NASPO ValuePoint Master Agreement by the Lead State is conditioned upon the following:
 - a. Approval by the NASPO ValuePoint Executive Council;
 - b. Approval by any individual or group of individuals required to approve Lead State contracts, such as legal counsel, an overseeing board, or agency head; and
 - c. Negotiation of Master Agreement terms, conditions, and pricing satisfactory to the Lead State, awarded Offeror, and NASPO ValuePoint.

2. Awards not approved by NASPO ValuePoint may, at the Lead State's option, result in a contract for use by the Lead State only.
- F. Term.** The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement resulting from this RFP for the purpose of making the Master Agreement coterminous with others. If this RFP is a re-solicitation of an existing NASPO ValuePoint portfolio, the Lead State may, at its option, defer the effective date of Master Agreements resulting from this RFP to reduce or eliminate overlap in portfolio terms.
- G. News Releases.** News releases pertaining to this RFP and associated Awards are prohibited by the Offeror, unless prior written approval has been provided by the Lead State.

VI. **POTENTIAL PARTICIPATING ENTITIES**

A. **Interested States.**

1. States that have requested to be named in this RFP as potential participants in the resulting Master Agreement(s) are listed as Interested States in **Attachment J, Potential Participation**. This list neither guarantees execution of a Participating Addendum by an Interested State nor precludes execution of a Participating Addendum by any state or entity not identified as an Interested State.
2. The Estimated Annual Volume in Attachment J aggregates usage estimates, self-reported by the Interested States, which may be based on any factor considered relevant by each Interested State, including historical usage and anticipated future usage. No minimum or maximum level of sales volume is guaranteed or implied.
3. Some Interested States have also provided state-specific terms and conditions that may apply to a Participating Addendum executed with an Offeror awarded a Master Agreement through this RFP. Any terms and conditions included in Attachment J are being provided for informational purposes only and will not be incorporated into the Master Agreement or addressed or negotiated by the Lead State. Participation and the terms and conditions applicable to each Participating Entity will be determined by the Participating Entity following negotiation of a Participating Addendum with a Contractor.

- B. Potential Participation by Canadian Entities.** In addition to potential Participating Entities within the United States, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, the Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island, Quebec, Saskatchewan, and Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use a Master Agreement resulting from this RFP, with the approval of the Contractor.

Attachment B

SCOPE OF WORK

This Scope of Work describes the Products and Services being sought through this RFP and the scope of what Contractors will be expected to offer through a Master Agreement resulting from this RFP. The Scope of Work is intended to provide interested Offerors with sufficient basic information to submit a proposal. It is not intended to limit a proposal's content or exclude any relevant or essential data.

I. Master Agreement Overview

- A. Contractor may not provide Products that have not been approved by the Lead State, with the exception of NSP items, as referenced in **section II.B.3**.
- B. Contractor may offer Devices in any Segment of any Group they are Awarded, as long as the Device meets the minimum requirements of the RFP, and the discount offered is the same as the discount proposed for that Segment within that Group. Refer to the instructions in **Attachment G, Cost Proposal Information and Instructions**, as well as each of the **Group Price Lists (Attachment G-1 through G-6)** for additional information.
- ~~C. Per Section 508 of the United States Workforce Rehabilitation Act of 1973, Contractor must offer Devices in at least one (1) Group under the resulting Master Agreement that can be accessible to people with disabilities.~~
- D. Any Devices added to the Master Agreement throughout the term of the Contract must be discounted according to the proposed discount for the appropriate Segment or as specified in **section II.A.4**.
- E. ~~MPS will NOT be a separate Award. The only way Contractor can provide MPS under the Master Agreement is if they are awarded Group A, B, C, D, E and/or F. If Contractor is awarded MPS however, they may provide it under any Group, regardless of whether they have been awarded that Group. However, MPS may not be provided on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless Contractor has a written agreement with the Manufacturer to do so. Further, Contractor is not permitted to provide (e.g. sell, lease, rent) Devices under any Group they have NOT been awarded.~~
- F. Contractor may add, remove or modify Products and Services on their Price Lists **once per calendar month quarter**, provided the Products and Services fall within the scope of the RFP and resulting Master Agreement. Modifications do NOT include price increases.
- G. Any Device additions must be updated with Buyer's Lab within ninety (90) days of submission to the Lead State. Failure to adhere to this requirement will result in the Device(s) being removed from the Master Agreement Price List(s) until such time they can be verified on Buyer's Lab. In addition, if a Device is acquired by a Purchasing Entity that is not listed on Buyer's Lab within 90 days of it being added to the Price List, then Contractor shall remove the Device from the Purchasing Entity location and substitute it with a Device of equal or greater value, at no charge to the Purchasing Entity. This substituted Device must be on the Price List, AND listed on Buyer's Lab.
- H. **Pricing**
 - 1. MSRP/List Price discount percentages must be guaranteed throughout the term of the Master Agreement, including any renewal terms, however; Contractor may increase its discount percentage at

any time. The Lead State must be notified of any such discount percentage increase, and provided with a copy of the new Price List(s).

2. Pricing must include all shipping, delivery, and installation costs associated with the Products. Excess installation charges however, may be billable. Refer to **section IV.G.5** for more information.
3. The proposed pricing shall be Ceiling Pricing. Contractor may offer lower pricing on a per Order basis to Purchasing Entity’s; likewise, Purchasing Entity’s may request lower pricing on a per Order basis from Contractor.
4. Price Lists received after the 1st day of the new quarter may not be approved for up to thirty (30) days following submission. In addition, errors in Contractor Price Lists may delay the approval process further.
5. Contractor may update their lease and rental rates once per quarter by providing the Lead State with documentation regarding said rate changes. **Updates to lease and rental rates will not be permitted until 8/1/2025.**
6. Pricing submitted with Contractor’s proposal shall remain firm during the first twelve (12) months of the Master Agreement (e.g. 8/1/2024 – 7/31/2025). Contractor may then update their pricing **once per calendar year**. All requested price increases must be sent to the Lead State and include documentation from Contractor which provides a detailed explanation for the increase. While there will not be any restrictions regarding direct and indirect cost increases, it will be at the Lead State’s sole discretion to determine if the requested increase has a direct correlation to the Deliverables being offered under the Master Agreement. Price increases shall be allowed for all Products and all Services, including rate and fee structures on maintenance plans.
7. All approved Price Lists will be submitted by the Lead State to NASPO ValuePoint. Contractor shall then update all applicable websites with the new Price Lists after the NASPO ValuePoint website has been updated. Contractor is not permitted to send Price List updates directly to NASPO ValuePoint.
8. All inclusive Cost Per Copy (CPC) programs may be offered upon request by the Participating State or Entity, but pricing must not exceed Master Agreement pricing. Contractor must provide the Participating State or Entity with their pricing breakdown which enables the Participating State or Entity to easily compare the pricing in the CPC structure against the pricing in the Master Agreement.
9. Contractor may offer state-wide promotional discounts, customer location specific discounts, bulk discounts, or spot discounts. Contractor must notify the Participating State or Entity Contract Administrator of special state-wide promotional discounts.

II. Master Agreement Deliverables

A. Primary Product and Service Offerings

1. **Group Categories.** Segments shall be utilized to distinguish the various speeds of the Devices within Groups. The speeds are denoted in Page per Minute (PPM). The Segments for each Group are as follows:

Group A – MFD, A3	
Segment	PPM
2	20 – 30
3	31 – 40

4	41 – 50
5	51 – 60
6	61 – 70
7	71 – 90
Group B – MFD, A4	
Segment	PPM
1	Up to 20
2	21 – 30
3	31 – 40
4	41 – 50
5	51 – 60
6	61+

Group C – Production Equipment	
Segment	PPM
1	65 – 79
2	80 – 89
3	90 – 110
4	111 – 130
5	131+

Group D – Single-function Printers	
Segment	PPM
1	Up to 20
2	21 – 40
3	41 – 60
4	61+

Group E – Large/Wide Format Equipment			
Segment	A1 or D Size PPM*	Width – Office	Width - Industry
Low	0 – 3	24” – 44”	46” and higher
Medium Low	4 - 9	24” – 44”	46” and higher
Medium High	10 - 19	24” – 44”	46” and higher
High	20+	24” – 44”	46” and higher

*Speeds denoted above are based on b&w output

Group F - Scanners	
Segment	PPM
1	10 – 29
2	30 – 49
3	50 – 69

4	70 – 89
5	90 – 110
6	111 – 130
7	131+

2. Device Configurations. Devices must be equipped, at a minimum, with the following Accessories/capabilities:

2.1 Group A – MFD, A3

- a. New power filter;
- b. Duplex for Segment 3 and above;
- c. Standard paper drawer(s) equal to or greater than:
 - i) One (1) paper supply for Segment 2;
 - ii) Two (2) paper drawers for Segments 3 and 4; and/or
 - iii) 2,000 sheet paper capacity for Segments 5 and above.
 - iv) Paper size capacity up to 11" x 17"; and
 - v) Bypass paper supply, if applicable for Segment.

2.2 Group B – MFD, A4

- a. New power filter;
- b. Bypass paper supply;
- c. Standard paper drawer(s) equal to or greater than:
 - i) One (1) paper supply for Segments 1 and 2;
 - ii) Two (2) paper drawers for Segments 3 and 4; and/or
 - iii) 1,000 sheet capacity for Segments 5 and above.
- d. Paper size capacity up to 8 1/2" x 14"; and
- e. Envelope adjustment capability.

2.3 Group C – Production Equipment

- a. New power filter;
- b. Standard paper drawer(s);
- c. Standard paper capacity;
- d. Duplex; and
- e. Network connectivity.

2.4 Group D – Single-function Printers

- a. Must include an inkjet, light emitting diode (LED), or laser print engine;
- b. Standard paper drawer(s);

- c. Standard paper capacity; and
- d. Network connectivity.

2.5 Group E – Large/Wide Format Equipment

- a. Hard-Disk drive;
- b. Network connectivity;
- c. Touch screen control panel; and
- d. Automatic Media Selection – a built-on sensor detects the size of the original and the proper media size is then selected.

2.6 Group F – Scanners

- a. Charge-Coupled Device (CCD) or Contact Image Sensor (CIS);
- b. Automatic Document Feeder (ADF);
- c. Letter or legal paper size capacity;
- d. Color depth of at least 24 bytes; and
- e. Single pass duplex scan.

3. Device Standards. Devices must meet the following requirements:

- 3.1** Group A Base Units are OEM only.
- 3.2** Group A and Group B must be EPEAT registered to a minimum of Bronze Standard within one (1) year of being added to the Master Agreement Price List.
- 3.3** Group D must be Energy Star compliant or EPEAT registered to a minimum of Bronze Standard within one (1) year of being added to the Master Agreement Price List.
- 3.4** Group E must be Energy Star compliant and registered within one (1) year of being added to the Master Agreement Price List.
- 3.5** If Contractor Devices fail to meet the EPEAT Bronze Standard, or be Energy Star compliant (applicable to Group D and E Devices only) within one (1) year, then they will be removed from the Price List. If said Devices have already been placed at a Purchasing Entity's location, then Contractor must replace the Devices with a comparable, qualified model, at no cost to the Purchasing Entity.
- 3.6** Must be Newly Manufactured, current, Remanufactured, or Refurbished, except as specified in a Participating Addendum.
- 3.7** Devices, when installed, and if available, must be set-up to receive automatic software updates and patches.
- 3.8** Specifications must be published on the Contractor website.
- 3.9** MSRP must not exceed what is listed with Buyers Laboratory Inc., or List Price must not exceed what is published on the Manufacturer's website.

- 3.10** Must maintain a PPM speed, according to Segment classification.
- 3.11** Must be compatible with using recycled paper, up to and including, 100% Post-Consumer Waste (PCW) paper. Contractor(s) 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).

4. Device Exceptions

- 4.1** Group B, Group C, Group D, Group E, and Group F will not be restricted to OEM, and do not have to be Private Labeled.
- 4.2** Group C and Group F are not required to be EPEAT registered or Energy Star compliant.
- 4.3** Digital Duplicators may be offered by Contractors who are Awarded Group A, and must be priced based on the minimum discount offered in the Segment to which they most closely relate.
- 4.4** If Contractor is awarded Group E, they may offer Large/Wide Format Equipment that accommodates all paper sizes. Pricing shall be based on the discount offered for the Segment in which the Device belongs.

5. Accessories

- 5.1** Contractor shall provide OEM and/or Third Party compatible Accessories that compliment or enhance the features of the Device.
- 5.2** Contractor may also maintain a separate price list for Accessories for Base Units that have been discontinued. The pricing must be based on the same discount offered, per the 'Discount from MSRP' tab, on the applicable Group Price List.
- 5.3** Purchasing Entities may add Accessories to Devices that have been purchased, leased or rented under prior NASPO ValuePoint Master Agreements, as well as via any other means.

6. Remanufactured and Refurbished Equipment

- 6.1** Contractor may offer Remanufactured and/or Refurbished Equipment under any Group they are Awarded.
- 6.2** Remanufactured and Refurbished Equipment is not required to be EPEAT registered or Energy Star compliant.
- 6.3** Equipment can be acquired via a purchase, lease or rental agreement.
- 6.4** Contractor must notify the Purchasing Entity in writing, when Remanufactured or Refurbished Equipment is being offered.
- 6.5** All Remanufactured or Refurbished Equipment must be clearly labeled as such, and must be certified by the Manufacturer.
- 6.6** Remanufactured Equipment must be priced according to the minimum discount offered for similar Equipment in the same Group and Segment of the resulting Master Agreement.

- 6.7 Refurbished Equipment shall be offered at a minimum discount of 10% less than the lowest priced Device of the Group and Segment to which the Refurbished Equipment belongs.
- 6.8 Service and Supplies for Remanufactured and Refurbished Equipment will receive the same pricing as the published price for the Group and Segment to which it belongs.

7. Group G - Software

- 7.1 May be provided by Contractor to enhance the capabilities of the Devices, or may be provided as a standalone option on any owned, leased or rented Device.
- 7.2 Software pricing for unique designs or complex configurations will be quoted on a case by case basis.
- 7.3 Contractor may provide OEM and/or Third Party software.
- 7.4 All software drivers shall be, at a minimum, Windows 10 compliant, and all Devices must have universal software drivers.
- 7.5 Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software, provided such terms do not contradict the language in the Master Agreement, and unless otherwise stated in a Participating Addendum.

7.6 Software Subscriptions

- a. Software pricing shall be inclusive of available software patches and any updates.
- b. Purchasing Entities shall have the option to finance software subscriptions by utilizing the proposed lease and rental rates.
- c. Any new releases of software versions (upgrades) shall be chargeable to the Purchasing Entity; however, Contractor may not charge for the installation of the software upgrade, unless installation is excessive, and charges are agreed to by Purchasing Entity.
- d. License fees and support fees shall remain firm throughout the term of the agreement.
- e. Software subscriptions shall not be subject to automatic renewals, unless otherwise agreed to in an Order.
- f. Contractor shall be responsible for communicating all updates, patches, and new releases/versions to Purchasing Entities.
- g. Contractor shall provide a web-based or toll-free hotline during Normal Business Hours for Purchasing Entities to report software problems or answer software related questions.

8. Group H – Consumable Supplies

- 8.1 Contractor may offer OEM or compatible Ink and Roll paper for Group E Devices. The Ink and/or paper may be purchased as standalone items, and will not be included as part of a Maintenance Agreement, nor will it be wrapped into the Total Monthly Payment on a lease or rental agreement.
- 8.2 Contractor may offer OEM or compatible consumable Supplies for Groups A, B, C, D and F. These Supplies may be purchased as standalone items or included as part of a Maintenance

Agreement. Under no circumstances may the Supplies, regardless of quantity, be financed, unless they are start-up Supplies. All compatible Supplies must meet OEM standards for performance and quality. The Supplies that may be offered are:

- a. Toner;
- b. Staples;
- c. Ink;
- d. Print Cartridges;
- e. Imaging Drums;
- f. Fuser Kits;
- g. Cleaning Kits;
- h. Transfer Kits;
- i. Waste Toner Bottles;
- j. Fuser Oil;
- k. Ozone Filters;
- l. Ribbon;
- m. Developer;
- n. Rollers and Pads; and
- o. Maintenance Kits.

8.3 Toner must be free of carcinogenic, mutagenic, or teratogenic substances, and should avoid petroleum inks and inks with high volatile compounds. Toner cartridges should also be remanufactured, contain recycled content, or be bio-based.

8.4 Contractor shall provide the Purchasing Entity with a method to return the empty toner cartridges at no additional charge.

9. Service Offerings

9.1 Group I - Managed Print Services

- a. The main components of an MPS engagement are needs assessment, selective or general replacement of Devices, and the Service, parts and Supplies needed to operate the new and/or existing Devices, including existing Third Party Devices as owned by the Purchasing Entity. The Contractor tracks how the Device fleet is being used, the problems associated with that use, and customer satisfaction in regards to meeting statement of work objectives.
- b. In addition to the ongoing monitoring and management of a fleet of Devices, Contractor must also offer project implementation Services, and customer help-desk support and training.
- c. Contractor may also offer hourly Services for consulting purposes, project management,

change management plans, and other staffed Services which meet customer needs such as to operate copy centers or complete back file scanning projects.

- d. MPS may also include enterprise content management Services and workflow optimization components, such as scanning and document capture solutions, developing custom applications for smart MFDs that automate paper-intensive document workflows and route scanned pages to document management systems. It can also be extended to include the restructuring of document workflows. Some MPS engagements may be designed to improve document security or to reduce print volumes and power consumption for environmental reasons.
- e. All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, similar to the format referenced in **Attachment B-4, Sample MPS Statement of Work**, and it must be approved by both parties prior to the initiation of any engagement.
- f. Any MPS engagement shall include the following:
 - i) **Free Initial Assessment** (includes, but is not limited to: document workflow; identification of Service, Supplies, and parts; current output; total cost of ownership; employee to Device ratio; preliminary estimated cost savings);
 - ii) **Implementation** (e.g. plan development; hardware and software installation and set-up);
 - iii) **Remote Device Monitoring** (e.g. job accounting; automated meter reads; automated toner replenishment);
 - iv) **End-user Support** (e.g. training; Help Desk); and
 - v) **Account management** (e.g. reporting; invoicing; customer business reviews).
- g. The MPS engagement may include, but is not limited to, the following:
 - i) **Professional Services** (e.g. consulting; project management; record management; network and data security; document workflow consulting; document scanning; back-file conversion; mail-room Services);
 - ii) **Cost-based Assessment** (e.g. asset mapping; end-user survey; detailed recommendation; analysis and plan design);
 - iii) **Change Management;**
 - iv) **Maintenance** (e.g. Preventative Maintenance; Service and repair; on-site break/fix; parts management; warranty management);
 - v) **Ongoing Fleet Management and Optimization** (e.g. consumable spend; continual assessments; green initiatives; add/move/change Services; disaster recovery).
 - vi) **Software and Cloud Solutions** (e.g. mobile print, pull-print, enterprise content management; automated workflow; capture and route; security); and
 - vii) **Cartridge Recycling.**

- h. The free initial assessment shall not constitute a commitment on behalf of the Purchasing Entity. Upon request from a Purchasing Entity, Contractor must provide the assessment with the understanding that the Purchasing Entity is under no obligation to enter into an MPS engagement.
- i. MPS pricing and billing options shall be flexible and the Purchasing Entity will drive the complexity of the solution required with a staged approach to implementation.

9.2 Maintenance Agreements. No Maintenance Agreement shall be subject to automatic renewals.

a. Pricing

- i) Pricing must include a zero base, cost per click rate for b&w and/or color for Groups A, B, C and D.
- ii) Pricing for a monthly base charge, a set copy allowance and an overage rate for b&w and/or color may also be provided.
- iii) Pricing for a monthly base charge, a set copy allowance, an overage rate for b&w and/or color, and Supplies may also be provided.
- iv) **Flat Rate Fee** pricing must be provided that includes all parts, labor, Preventative Maintenance, and Service Calls, ~~and Supplies~~ for Groups A, B, C and D. **Supplies may or may not be included.**
- v) Pricing for ALL Groups ~~may~~ **must** also be provided that includes all parts, labor, Preventative Maintenance (if applicable), and Service Calls, but excludes Supplies.
- vi) Paper and ink for Group E Devices shall not be included as part of the Service and Supply pricing.
- vii) Contractor may increase their Service and Supply pricing to include staples (if applicable to the Device).
- viii) **Contractor may provide a flat rate fee without staples, and a flat rate fee with staples. All flat rate fees shall allow for an annual increase of up to 5%.**
- ix) Contractor may charge flat rate fees for Services performed on any Accessories.
- x) Service Calls due to misuse, neglect or abuse shall not be covered by the Maintenance Agreement, and Contractor and Authorized Dealers may bill the Purchasing Entity at an hourly rate for Services rendered.
- xi) 11"x17" impressions may be counted as one (1) click or two (2) clicks on Group A and C Devices.
- xii) Contractor may offer a one (1) click rate that encompasses all paper sizes for Group C Devices.
- xiii) A two-sided document shall be counted as two (2) clicks.
- xiv) Contractor must not charge for scans on any MFD.

b. Initial Term

- i) Pricing shall remain firm for the initial term of the Maintenance Agreement.

- ii) For lease and rental Devices, the Maintenance Agreement term is equal to the term of the lease or rental (i.e. 24, 36, 48 months etc.).
 - iii) For purchased Devices, the initial term is determined by the Purchasing Entity, as long as it does not exceed 60 months on Group A, Group B, Group D, Group E, and Group F Devices, and 120 months on Group C Devices.
- c. Renewal Term**
- ~~i) If a Purchasing Entity wishes to renew a Maintenance Agreement for Devices that were acquired under the prior Master Agreement (RFP-NP-18-001), then the Contractor may negotiate new pricing. This pricing shall not exceed the new Master Agreement pricing.~~
 - ii) If a Purchasing Entity wishes to renew a Maintenance Agreement for Devices that were acquired under **prior Master Agreement (RFP-NP-18-001)** or Master Agreement (3091), then **section II.A (9.2)(h)** shall apply.
- d. Blended Rates**
- i) Contractor must have the ability to blend the Service and Supply costs over a large Device fleet, and the Blended Rate must cover all units in the fleet.
 - ii) The Blended Rate must be divided between b&w and color.
 - iii) Contractor shall provide the Purchasing Entity with the Blended Rate calculation prior to Order placement.
 - iv) Utilizing a Blended Rate shall be at the discretion of the Participating State or Entity.
- e. Manual Meter Reads**
- i) Contractor must have an electronic method for collecting meter reads from a Purchasing Entity.
 - ii) Meter reads may be submitted via the Contractor's online portal, or through email, or facsimile.
 - iii) A Participating State or Entity may also elect, at their discretion, to submit meter reads through the Device.
- f. Customer Owned Devices**
- i) Purchasing Entities may elect to enter into a Maintenance Agreement for Devices they already own, or Devices they acquire through an up-front purchase.
 - ii) The Maintenance Agreement may be priced on a flat rate fee, which shall include parts, labor, Preventative Maintenance (if applicable) and Service calls. Supplies may or may not be included.
- g. Lease or Rental Devices**
- i) Contractor shall be required to provide a Maintenance Agreement on all Devices that are leased or rented by a Purchasing Entity.
 - ii) The Maintenance Agreement shall be priced based on a cost per click rate, or a

monthly base charge.

- iii) The term of the Maintenance Agreement shall be equal to the term of the lease or rental agreement.

h. Legacy Devices

- i) Upon request from the Purchasing Entity, Contractor may provide a Maintenance Agreement on any Device that is owned or was leased or rented through Master Agreement (RFP-NP-18-001), Master Agreement (3091), or via any other means, providing the following conditions are met:
 - 1) The Device has not reached the end of its Useful Life;
 - 2) The maximum term of the Maintenance Agreement does not exceed the Useful Life of the Device, unless otherwise specified in a Participating Addendum; and
 - 3) The Maintenance Agreement adheres to the same requirements as outlined in **sections II.A (9.2)(f) and II.A (9.2)(g)**.
- ii) Devices that were previously serviced by another Dealer or Manufacturer must be inspected and repaired, if necessary. Upon mutual agreement, Contractor may charge Purchasing Entity for any parts and/or labor required to bring the Device up to acceptable maintenance levels.
- iii) If the Device has been at the Purchasing Entity's location for less than five (5) years, then Maintenance Agreement pricing shall not exceed the new Master Agreement pricing, until the Purchasing Entity reaches the five (5) year mark. Refer to **section II.A (9.2)(h)(iv)** below for additional information.
- iv) If the Device has been at the Purchasing Entity's location for more than five (5) years, then Maintenance Agreement pricing shall not exceed 120% of the Service and Supply pricing in the new Master Agreement.

B. Ancillary Product and Service Offerings

- 1. **Sub-Group Categories.** The following Products and Services are sub-groups of the Primary Product and Service Offering Groups and may only be offered if Contractor is awarded in the corresponding Primary Product Group, unless otherwise noted:
 - 1.1 **Sub-Group G1 – Software Related Services.** This is a sub-group of Group G – Software. All Contractors are permitted to offer software under the resulting Master Agreements, so Contractors are not precluded from offering these Services. This sub-group shall include, but not be limited to, the following Services:
 - a. Cloud-based scanning (software as a service, enterprise content management); and
 - b. Industrial Print solutions (back-file conversion, enterprise content management).
 - 1.2 **Sub-Group C1 – Standalone Production Devices.** This is a sub-group of Group C – Production Equipment. Contractors may only offer Products under this sub-group if they are awarded Group C. Products offered under this sub-group are not restricted to OEM, and may include, but not be limited to, the following:

- a. Cutters;
- b. Inline Finishers;
- c. Folders;
- d. Sorters;
- e. UV Coaters; and
- f. Binders.

1.3 Sub-Group C2 – Industrial Print Equipment. This is a sub-group of Group C – Production Equipment. Contractors may only offer Products under this sub-group if they are awarded Group C. Products offered under this sub-group are not restricted to OEM, and may include, but not be limited to, the following:

- a. Digital Label Press;
- b. Digital Press;
- c. 3D Printers;
- d. 48” and larger Wide Format Printers (roll-fed, hybrid, flatbed);
- e. Continuous Feed Inkjet;
- f. High Speed Inkjet; and
- g. Decorative Print & Embellishment.

1.4 Sub-Group D1 – Specialty Printers. This is a sub-group of Group D – Single-Function Printers. Contractors may only offer Products under this sub-group if they are awarded Group D. Products offered under this sub-group are not restricted to OEM, and may include, but not be limited to, the following:

- a. Barcode labels;
- b. High Volume Inkjet;
- c. 3D Printers;
- d. Receipt printers;
- e. Card printers; and
- f. Cable printers.

2. Sub-Group Category Discounts. Products in Sub-Groups C1, C2 and D1 must be discounted ~~at a according-to-the~~ minimum of 5% for OEM and a minimum of 2% for Non-OEM, unless such discounts would exceed the discount amount offered for OEM and Non-OEM ~~discounts that Contractor proposes for any Segment~~ within Group C and Group D, respectively.

~~**For example:** If the lowest OEM discount Contractor proposes for any Segment within Group C is 10%, then all OEM Products that Contractor offers under Sub-Group C1 or C2 must be discounted at 10%. Likewise, if the lowest Non-OEM discount Contractor proposes for any Segment within Group C is 5%, then all Non-OEM Products that Contract offers under Sub-Group C1 or C2 must be discounted at 5%.~~

3. Open Market Items

- 3.1 Contractor may offer Not Specifically Priced (NSP) items that compliment or enhance the Devices and/or Services offered under the resulting Master Agreement(s). NSP items will **not** include:
 - a. Interactive White boards;
 - b. Computers, monitors, or other related hardware items;
 - c. Fax machines;
 - d. Kiosk machines;
 - e. Overhead Projectors; and
 - f. Cameras.
- 3.2 NSP items may only be acquired through the Contractor or their Authorized Dealer and must be reported quarterly with all other sales under the resulting Master Agreement.
- 3.3 NSP items must be priced at a minimum discount of 15% from MSRP or List Price.
- 3.4 NSP items ~~shall not~~ **may** be offered to a Purchasing Entity as a stand-alone option, and the maximum allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.
- 3.5 It shall be at the discretion of the Participating State or Entity to allow Open Market Items in their Participating Addendum.

4. Emerging Technologies

- 4.1 Upon approval from the Lead State, Contractor may add new, related technology to the resulting Master Agreement.
- 4.2 Technology is not restricted to OEM, nor is it required to be Private Labeled.
- 4.3 Any new technology that a Contractor requests to add to their Price List must contain a full description of the Product, the MSRP and pricing information, and an explanation/justification as to how the Product conforms to the requirements of the RFP and resulting Master Agreement.
- 4.4 Any new technology must be priced according to the minimum discount offered for any Product under the resulting Master Agreement. Please note: No discount or a 0% discount does not qualify as a “minimum” discount.

III. Purchase, Lease and Rental Programs

A. Acquisition Methods. Contractor may offer the following:

Financial Vehicle	Standard Terms Offered
Purchase	N/A
Fair Market Value Lease	24, 36, 48 and 60 months
Capital Lease	

Straight Lease	
Cancellable Rental	
Short-Term Rental	

1. All Products on Contractor’s Price List may be purchased, leased or rented, either as a packaged-deal, or stand-alone item.
2. Contractor may also offer 72, 84, 96, 108, and 120-month lease and rental rates for Group C and Sub-Groups C1 and C2 Devices only.

B. Device Trade-In

1. A Purchasing Entity shall have the option, at the Contractors sole discretion, and based upon Participating State or Entity regulations and laws, and Purchasing Entity policies, to do a Device Trade-In, when placing a purchase, lease or rental Order.
2. The value for the Device Trade-In shall be negotiated by the Purchasing Entity and the Contractor, and shall not include any disposal or shipping fees.

C. Lease and Rental Rates

1. Contractor may elect to include property tax in their lease and rental rates, or they may bill the Purchasing Entity separately for property tax.
2. Once a Purchasing Entity enters into a lease or rental agreement, the rate must remain fixed throughout the Initial Lease or Rental Term.
3. Device Payments for Renewal Terms must never exceed Master Agreement pricing.
4. If a Purchasing Entity enters into a Renewal Term, then the Device Payment will be subject to the lease and rental rates listed in the most recent Price List(s) posted on the NASPO ValuePoint website.
5. Contractor may update lease and rental rates on a quarterly basis to allow for changes in the financial market. The rates must be indexed against the US Daily Treasury Yield Curve Rates, or a comparable index, and must be the rate in effect at the end of each calendar quarter.
6. Lease and rental rates must be proposed as a decimal multiplying factor in such a manner that the purchase price of the Device may be multiplied by the lease or rental rate to arrive at the resulting monthly Device Payment. Proposed rates must include the following information:
 - 6.1 The Daily Treasury Yield Curve (or comparable index) Rate;
 - 6.2 The date used for the Daily Treasury Yield Curve (or comparable index) Rate;
 - a. The fixed margin for each lease and rental type being proposed, and how that margin is determined; and
 - b. The methodology for determining the 48 month base rate if a 4-year rate is not published.
 - 6.3 Offerors are not required to submit rental rates for Short-term and Cancellable Rentals, but doing so is encouraged, as it would provide greater options for Participating States or Entities with varying needs.

- 6.4** Contractor's must offer Cotermious lease and rental rates to any Purchasing Entity wishing to add Products to an existing lease or rental agreement. The calculation for the Cotermious lease and rental rates must adhere to the following methodology:

***For example:** A customer enters into a 36 month FMV Lease, and 12 months into that lease, they decide to add an Accessory to the Base Unit. The Contractor should divide the 36 month cumulative Device Payment by 24 months to arrive at the monthly Cotermious payment for that Accessory. That payment will then be added to the existing Device Payment. The new Total Monthly Payment must then be disclosed to the Purchasing Entity.*

D. Leasing and Rental Overview

- 1.** All lease and rental programs shall remain with the Contractor or Authorized Dealer through an in-house leasing program, or through the financial branch or subsidiary of Contractor. In addition, Contractor and their Authorized Dealer may use Third Party leasing companies, however; all Third Party leasing company documents must be reviewed and approved by the Lead State and said documents must be incorporated into the Master Agreement before any Participating State or Entity can use them. It will be at the discretion of the Participating State or Entity as to whether billing shall be in the name of Contractor, Authorized Dealer or Third Party leasing company. All contractual obligations however, will still be the responsibility of the Contractor.
- 2.** A Purchasing Entity may lease or rent Devices pursuant to the terms and conditions identified herein.
- 3.** A Purchasing Entity that leases or rents Devices may issue an Order, pursuant to the terms and conditions that are incorporated into this RFP and subsequent Master Agreement, and according to the requirements listed in their states' Participating Addendum, including, but not limited to, the issuance of Contractors Supplemental Documents, which shall be attached to the resulting Master Agreement as an exhibit or attachment.
- 4.** Lease and rental agreements shall not be subject to automatic renewals.
- 5.** A lease or rental agreement issued prior to the termination of the Master Agreement and Participating Addendum, shall survive the termination of the Master Agreement and the Participating Addendum, and all terms and conditions of the Master Agreement and Participating Addendum shall continue to apply.
- 6.** With the exception of a \$1 Buyout Lease arrangement, or unless exercising the purchase option on an FMV Lease, a Purchasing Entity shall return the Device at the end of the Initial Lease or Rental Term, or at the end of the Renewal Lease or Rental Term, or the Contractor may pick the Device up, without any further financial obligations to the Purchasing Entity.
- 7.** Device pickups must be performed within thirty (30) calendar days of the end of the Initial or Renewal Term.
- 8.** Device returns must be performed within thirty (30) calendar days after the Contractor or Authorized Dealer provides return shipping instructions to the Purchasing Entity.
- 9.** Contractors and/or Authorized Dealers shall be responsible for all Product pickup and return costs.
- 10.** The maximum term on any Initial Lease or Rental Term shall be 60 months, with the exception of Group

C and Sub-Group C1 and C2 Devices, which, at the discretion of the Participating State or Entity, and upon availability of the Contractor, shall have a maximum term of 120 months.

11. The length of a Renewal Term shall be at the discretion of the Participating State or Entity, but at no time shall the Renewal Term exceed the Useful Life of the Device.
12. All Renewal Terms shall be billed on a monthly basis.
13. If a Purchasing Entity elects to enter into a month to month Renewal Term, they may cancel at anytime, without penalty, by giving Contractor thirty (30) days advance, written notice.
14. If a Purchasing Entity elects to enter into a 12-month Renewal Term, the Renewal Term will automatically terminate at the end of the 12-month period, unless the Purchasing Entity has notified the Contractor that they wish to enter into a new Renewal Term. If a Purchasing Entity wants to cancel their 12-month Renewal Term early, then early termination fees shall apply, and will be equivalent to the remaining stream of equipment [ayments only (i.e. less maintenance)].

E. Leasing and Rental Options

1. FMV Lease

- 1.1 A Purchasing Entity shall have the option to enter into an Initial Lease Term of 24, 36, 48, or 60 months for Group A, Group B and Group C, based upon the Contractor's available options, and at the discretion of the Participating State or Entity. In addition, a Participating State or Entity may elect to include 72, 84, 96, 108 and 120-month terms for Group C and Sub-Groups C1 and C2 only, if provided by the Contractor.
- 1.2 Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:
 - a. Exercise their purchase option;
 - b. Renew the lease on a month to month basis, or a 12 month basis, at the discretion of the Participating State or Entity; or
 - c. Return the Device to the Contractor, or have the Contractor pick the Device up.

2. Capital Lease (\$1 Buyout Lease)

- 2.1 A Purchasing Entity shall have the option to enter into an Initial Lease Term of 24, 36, 48, or 60 months, based upon the Contractor's available options, and at the discretion of the Participating State or Entity. In addition, a Participating State or Entity may elect to include 72, 84, 96, 108 and 120-month terms for Group C and Sub-Groups C1 and C2 only, if provided by the Contractor.
- 2.2 Upon the expiration of the Initial Lease Term, the Contractor shall provide title to the Device to the Purchasing Entity, or as otherwise determined in a Participating Addendum, and the Purchasing Entity shall not be subject to any additional expense in order to assume possession of the Device.

3. Straight Lease

- 3.1 A Purchasing Entity may have the option to enter into an Initial Lease Term of 24, 36, 48, or 60 months, based upon the Contractor's available options, and at the discretion of the Participating

State or Entity. In addition, a Participating State or Entity may elect to include 72, 84, 96, 108 and 120- month terms for Group C and Sub-Groups C1 and C2 only, if provided by the Contractor.

- 3.2** Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:
- a.** Renew the lease on a month to month basis, or a 12 month basis, at the discretion of the Participating State or Entity; or
 - b.** Return the Device to the Contractor, or have the Contractor pick the Device up.

4. Cancellable Rental

- 4.1** A Purchasing Entity may have the option to enter into an Initial Rental Term of 24, 36, 48 or 60 months, based upon the Contractor's available options, and at the discretion of the Participating State or Entity. In addition, a Participating State or Entity may elect to include 72, 84, 96, 108 and 120-month terms for Group C and Sub-Groups C1 and C2 only, if provided by the Contractor.
- 4.2** A Purchasing Entity shall have the option to cancel the rental at anytime throughout the term of the agreement, by providing the Contractor with a thirty (30) day prior written notice.
- 4.3** Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:
- a.** Renew the lease on a month to month basis, or a 12 month basis, at the discretion of the Participating State or Entity; or
 - b.** Return the Device to the Contractor, or have the Contractor pick the Device up.

5. Short-Term Rental

- 5.1** A Purchasing Entity may have the option to enter into an Initial Rental Term of 12 or 18 months, based upon the Contractor's available options, and at the discretion of the Participating State or Entity.
- 5.2** Upon the expiration of the Initial Rental Term, a Purchasing Entity shall return the Device to the Contractor, or have the Contractor pick the Device up.
- 5.3** Short-Term Rentals are not permitted to be renewed beyond the Initial Rental Term.

F. Leasing and Rental Terms and Conditions

1. Possession and Return of Lease and Rental Devices

- 1.1** The Purchasing Entity is responsible for risk of loss to the Devices while the Devices are in Purchasing Entity's possession. Purchasing Entity shall be relieved of all risks of loss or damage to the Devices during periods of transportation and de-installation.
- 1.2** Contractor or Authorized Dealer must notify a Purchasing Entity, in writing, of their End of Term (EOT) options at least sixty (60) days prior to the end of any Initial Lease or Rental Term. Such notification may include, but not be limited to, the following:
- a.** Any acquisition or return options, based on the type of lease or rental agreement;
 - b.** Any renewal options, if applicable; and/or
 - c.** Hard drive removal and surrender cost, if applicable.

- 1.3** If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Device, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease or rental term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Device, the Initial Lease or Rental Term shall be terminated on the date as stated in the Order and removal of the Device will be mutually arranged, unless otherwise specified in an Order.
 - 1.4** If the Purchasing Entity does not exercise the purchase or renewal option, it will immediately make the Device available to Contractor in as good of condition as when Purchasing Entity received it, except for ordinary wear and tear.
- 2. Payment.** The first scheduled payment (as specified in the applicable Order), will be due following the Acceptance of the Devices, or such later date as Contractor may designate. The remaining payments will be due on the same day of each subsequent month, unless otherwise specified in the applicable Order.
- 3. Buyout to Keep Option.** A Purchasing Entity must notify the Contractor or Authorized Dealer, in writing, at least thirty (30) days in advance, if they wish to exercise the Buyout to Keep option on an FMV or Capital Lease.
- 4. Buyout to Return Option.** A Purchasing Entity must notify the Contractor or Authorized Dealer, in writing, at least thirty (30) days in advance, if they wish to exercise the Buyout to Return option on an FMV or Straight Lease, and return the Device to the Contractor in good working condition (ordinary wear and tear excepted).
- 5. Device Upgrade or Downgrade.** A Purchasing Entity may do a Device Upgrade or Downgrade on a lease or rental at anytime throughout the term of the lease or rental agreement. The Purchasing Entity and the Contractor shall negotiate the price of the Device Upgrade or Downgrade, but at no time shall the total cost of the Device Upgrade or Downgrade be less than the remaining stream of Device Payments.
- 6. Non-appropriation of Funds.** The continuation of any lease or rental agreement will be subject to, and contingent upon, sufficient funds being made available by the Participating State Legislature and/or federal sources. The Purchasing Entity may terminate any such lease or rental agreement, and Contractor 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 Purchasing Entity's funding sources are not available.
- 7. Assignment.** Purchasing Entity has no right to sell, transfer, encumber, sublet or assign the Device or any lease or rental agreement without Contractor's prior written consent (which consent shall not be unreasonably withheld).

 - 7.1** Purchasing Entity agrees that Contractor may not sell or assign any portion of Contractor's interests in the Device and/or these Lease or Rental Terms or any Order for leases or rentals, without notice to Purchasing Entity even if less than all the payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as Contractor assigns to them, but none of Contractor's obligations (Contractor will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that Purchasing Entity may have against Contractor.
 - 7.2** No assignment to an Assignee will release Contractor from any obligations Contractor may have to Purchasing Entity.

8. Early Termination Charges

8.1 Except in the case of Non-appropriation of funds, FMV, \$1 Buyout, Straight Leases and Short-term Rentals shall be subject to an early termination charge, and shall involve the return of the Device (in good working condition; ordinary wear and tear excepted) by the Purchasing Entity to the Contractor. With respect to the Device, the termination charge shall not exceed the balance of remaining Device Payments (including any current and past due amounts), and with respect to Service or maintenance obligations, the termination charge shall not exceed four (4) months of the Service and Supply base charge or twenty-five percent (25%) of the remaining Maintenance Agreement term, whichever is less.

8.2 Cancellable Rentals shall not exceed a termination charge of three (3) months of Total Monthly Payments, or as otherwise agreed to by the Participating State or Entity.

9. Default. Each of the following is a “default” under these lease and rental terms:

9.1 Purchasing Entity fails to pay any payment or any other amount within forty-five (45) days (or as otherwise agreed to in a Participating Addendum) of its due date;

9.2 Any representation or warranty made by Purchasing Entity in these lease or rental terms is false or incorrect and Purchasing Entity does not perform any of its obligations under these lease or rental terms, and this failure continues for forty-five (45) days (or as otherwise agreed to in a Participating Addendum) after Contractor has notified Purchasing Entity;

9.3 Purchasing Entity or any guarantor makes an assignment for the benefit of creditors;

9.4 Any guarantor dies, stops doing business as a going concern, or transfers all or substantially all of such guarantor’s assets; or

9.5 Purchasing Entity stops doing business as a going concern or transfers all or substantially all of Purchasing Entity’s assets.

10. Remedies. If a Purchasing Entity defaults on a rental or lease agreement, then Contractor, in addition to, or in lieu of, the remedies set forth in the Master Agreement, and Participating Addendum, may do one or more of the following, at the discretion of the Participating State or Entity:

10.1 Cancel or terminate any or all Orders, and/or any or all other agreements that Contractor has entered into with Purchasing Entity;

10.2 Require Purchasing Entity to immediately pay to Contractor, as compensation for loss of Contractor’s bargain and not as a penalty, a sum equal to:

a. All past due payments and all other amounts payable under the lease or rental agreement;

b. All unpaid payments for the remainder of the lease or rental term, discounted at a rate equal to three percent (3%) per year to the date of default; and

c. Require Purchasing Entity to deliver the Device to Contractor per mutual arrangements.

IV. Contractor Responsibilities and Tasks**A. Service Requirements**

1. **Technicians.** All technicians must be factory trained by the OEM and certified to Service the Devices.
2. **Standard Service Levels.** Participating States and/or Entities shall negotiate their own Service Level Agreement (SLA) with the Contractor. The SLA, must, at a minimum, adhere to the following requirements:

2.1 End-User Training

- a. Purchasing Entity may request an initial one-hour training session for each Device ordered under the Contract. Contractor shall provide this initial training, free of charge, via one of the following delivery methods: On-site, web-based, or on-line. The delivery method selected for each Device will be at Contractor's sole discretion. Purchasing Entity should be advised that while this initial one-hour of free training shall be provided by Contractor at Purchasing Entity's request, Contractor will not provide substitutions (e.g. free supplies, deeper discounts, etc.) in lieu of this training.
- b. ~~In addition to the one-hour training session for each Device,~~ Purchasing Entity may also request an **additional initial**, one-hour training session for technical support, which shall include network connectivity and print driver installation. **This additional training shall be provided Contractor shall provide this initial training free of charge,** via a delivery method mutually agreed upon by Contractor and Purchasing Entity, **and at a mutually agreed upon price.**
- c. If Purchasing Entity elects to exercise the training option, then Contractor shall provide the training within ten (10) Business Days of Purchasing Entity's request.
- d. Contractor may offer additional on-site, one-hour training sessions for a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity, and mutually agreed upon, prior to Order placement.
- e. Contractor must provide on-site or off-site operational training to designated Purchasing Entity personnel, until the personnel are able to operate the Device independently. Pricing for operational training shall be based on a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity, and mutually agree upon, prior to Order placement.
- f. Contractor shall provide Device literature, user-manuals, and access to on-line resources, if available, at no charge to the Purchasing Entity.
- g. **For Groups A, B, D, D and E,** Contractor shall provide a toll-free end-user technical support number that Purchasing Entities can utilize for everyday minor troubleshooting (i.e. this does not include network connectivity or print driver installation). A Purchasing Entity must be able to obtain assistance during Normal Business Hours.
- h. Contractor shall provide phone/technical support within two (2) hours of Purchasing Entity's request for assistance, providing such request, and subsequent support, falls within normal business hours.

- 2.2 **Preventative Maintenance.** Contractor must perform all Preventative Maintenance Services at the Manufacturer's suggested intervals, or as specified in an Order. Preventative Maintenance shall not be a requirement on desktop Devices.

2.3 Device Performance

- a. Device Downtime shall be computed from the time the Contractor is notified of Device failure until the time in which the Device is fully operational.
- b. Device Downtime due to lack of consumable Supplies is not acceptable.
- c. Contractor must provide daily communication to the Purchasing Entity regarding inoperable Devices, including updates regarding resolution timeframe, and any parts, Accessories, or Devices on back-order.

2.4 Loaner Device. If any Device in Group A or Group B is inoperable for two (2) Business Days, due to Device malfunction, as reasonably determined by Contractor, then Contractor shall provide the Purchasing Entity with:

- a. A loaner Device of similar speed and capabilities until such time as the inoperable Device is now operable; or
- b. At the discretion of the Participating State or Entity, provide the Purchasing Entity with off-site manned production capabilities, at the sole cost to the Contractor, to accomplish the work of the Device that is inoperable.
- c. If any Device in Group C is inoperable for two (2) Business Days, due to Device malfunction, as reasonably determined by Contractor, then Contractor shall provide access to an off-site manned production facility as an accommodation to the Purchasing Entity.

2.5 Repair Parts

- a. Contractor shall guarantee the availability of repair parts for a minimum of five (5) years after the Purchasing Entity’s Acceptance of any Device.
- b. All Device components, spare parts, application software, and ancillary Devices that are supplied under any resulting Master Agreement, must conform to Manufacturer specifications.
- c. Contractor shall be responsible for ensuring that any repair parts are operable and installed in accordance with Manufacturer specifications.
- d. Repair parts may be new, reconditioned, reprocessed or recovered.

2.6 Service Zones

- a. Unless otherwise specified in a Participating Addendum, Contractor shall adhere to the following Service Call Response Times based on the distance that their Service Base Location is from the Purchasing Entity:

Service Zone	Definition	Response Time
Urban	Within 60 miles	4 - 6 Hours
Rural	60 – 120 miles	1 - 2 Business Days
Remote	120+ miles, or only accessible by plane or by boat	4 – 5 Business Days

- b. Repair or replacement of parts and/or Devices shall occur within four (4) Business Days of Contractor arriving at Purchasing Entity’s location, with the following exception:

- i) If Contractor is drop-shipping a new Device to replace a defective Device, then Purchasing Entity must receive the new Device within three (3) Business Days.
- c. Contractor(s) may charge different rates according to each Service Zone.

2.7 Service Logs

- a. Contractor shall maintain a Service log which describes the maintenance and repair Services provided for each Device.
- b. A no-cost copy of Service logs/reports must be provided to the Purchasing Entity or Participating State or Entity, within five (5) Business Days of the request.

2.8 Device Relocation

- a. Device relocation Services include dismantling, packing, transporting, and re-installing Device.
- b. Contractor may charge for this Service based on the following table:

Service Zone	Distance from original current placement of Device	Charge
1	Within the same building	No Charge Allowed*
2	Up to 50 miles from building in which Device is currently was—originally placed	Flat Rate Fee, plus Per Mile or Hourly Fee
3	More than 50 miles from building in which Device is currently was—originally placed	Flat Rate Fee, plus Per Mile or Hourly Fee

*Contractor may charge Purchasing Entities a mutually agreed upon price for special rigging in the event a Purchasing Entity’s demographics require such rigging for Zone 1 relocations. The price shall be agreed upon in writing by Contractor and Purchasing Entity prior to any Device relocation in Zone 1.

- c. Contractor may not charge for any fees incurred due to fuel or tolls.
- d. Moves must be performed within thirty (30) calendar days of the Purchasing Entity request. Request may be verbal or written, but Contractor must confirm the request in writing and provide a date that the move will occur. Written confirmation must be sent to the Purchasing Entity within three (3) Business Days of request. In the event that there will be a delay in these Services, Contractor shall communicate with Purchasing Entity and agree on a mutually beneficial time-frame.
- e. Contractor is required to offer device relocation services for all lease and rental equipment.

3. Meter Read Invoicing

- 3.1 In order for Contractor to generate accurate invoices, Purchasing Entities shall provide meter reads within the Contractor’s requested time-frame.
- 3.2 Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.

- 3.3** The Purchasing Entity shall provide written notice of any such alleged invoicing issue and the Contractor will be allowed a thirty (30) day cure period to address any such issue. During the thirty (30) day cure period, the Purchasing Entity will not be assessed any late fees for failure to submit payment by the invoice due date.
- 3.4** Failure on the Contractor's part to maintain accurate invoicing shall result in a \$25.00 per instance credit on the following month's invoice.

4. Reporting

4.1 Service Level Calculations

- a.** At the discretion of the Participating State or Entity, Contractor shall produce reports that can be measured against the required SLA components.
- b.** The Participating State or Entity shall determine how the reports will be utilized and whether liquidated damages will be assessed for failure to meet the SLA requirements. Any liquidated damages or penalty structure shall be defined in the Participating State or Entity's Participating Addendum.

4.2 Periodic Reporting. Contractor shall provide periodic reporting to all Purchasing Entities upon request. The reports shall be provided on a quarterly basis, or at the discretion of the Participating State or Entity.

- a.** The report shall include the following:
- i)** Number of Service Calls placed;
 - ii)** Response Time per Device;
 - iii)** Dates that Preventative Maintenance was performed, if applicable; and
 - iv)** Estimated end of Useful Life per Device, based on current usage.
- b.** The report may include, but not be limited to, the following:
- i)** Location of Devices;
 - ii)** Click usage per Device; and
 - iii)** EPEAT certification level of each Device.

B. Customer Service

- 1. Key Personnel.** Contractor shall ensure that staff has been allocated appropriately to ensure compliance with the resulting Master Agreement and subsequent Participating State or Entity requirements and that the individuals occupying the Key Personnel positions have adequate experience and knowledge with successful implementation and management of a national cooperative contract. Contractor shall provide a single point of contact for the following:
- 1.1 Master Agreement Contract Administrator** – shall be the Lead State's primary contact in regards to Contract negotiations, amendments, Product and Price List updates, and any other information or documentation relating to the Master Agreement;
- 1.2 NASPO ValuePoint Reporting Contact** – shall be responsible for submitting quarterly reports and the quarterly Administrative Fee to the appropriate personnel;

1.3 Master Agreement Marketing Manager – shall be responsible for marketing the resulting Master Agreement, as well as creating Participating State websites, and ensuring that all uploaded data and content is current; and

1.4 National Service Manager – shall be responsible for overseeing the Regional Service Managers, Field Service Technicians, training, and inside Service operations. This position will work with the Lead State Contract Administrator to ensure contractual obligations are met, while providing leadership for the Contractor's operations, as well as strategic planning of the Service department.

2. Single Point of Contact. Contractor shall provide a single point of contact for each Participating State, who will handle any questions regarding the Products provided, as well as pricing, delivery, billing, reporting, status of Orders, customer complaints and escalated issues.

3. Service and Support Hours. Contractor must provide full Service and support for Products during Normal Business Hours.

4. Customer Service Team. Contractor shall also have a designated customer service team who shall be available by phone (via local or toll free number), fax, or email during Normal Business Hours.

5. Additional Coverage. Contractor may offer additional coverage beyond Normal Business Hours for any Device that needs to be serviced. Such coverage shall be billed to the Purchasing Entity at an hourly rate.

6. Online Access. Customer service representatives shall have online access to account information and be able to respond to inquiries concerning the status of Orders (shipped or pending), delivery, back-orders, pricing, Product availability, Product information, and account and billing questions.

C. Authorized Dealers

1. Contractor can engage Authorized Dealers to provide Products and/or Services.

2. In the event a Contractor elects to use Authorized Dealers in the performance of the specifications, the Contractor shall serve as the primary Contractor, and shall be fully accountable for assuring that their Authorized Dealers comply with the terms and conditions of the resulting Master Agreement, and any Participating Addendum, and shall be liable in the event Authorized Dealers fail to comply with such terms and conditions.

3. Authorized Dealers shall be expected to stay current with Contractor Products, pricing, Master Agreement, and Participating Addendum requirements, and Contractor shall provide training to all of their Authorized Dealers at least once per calendar year, or as otherwise determined by the Lead State.

4. Authorized Dealers shall have the ability to accept Orders from a Purchasing Entity and invoice them directly, unless otherwise stated in a Participating Addendum.

5. Contractor shall send notice to the Lead State, utilizing **Attachment B-1, Authorized Dealer Form** and **Attachment B-2, Authorized Dealers by State**, within three (3) calendar days of engaging or removing a Dealer.

6. The Lead State reserves the right to deny the addition of any Authorized Dealer and will provide notification to the Contractor with justification as to why the decision was reached. In addition, it will

be at the discretion of each Participating State or Entity as to whether they will utilize the Authorized Dealers as approved by the Lead State.

7. If an Authorized Dealer is performing unsatisfactorily, or is not in compliance with the Master Agreement, then it shall be at the discretion of the Lead State, upon recommendation from the Participating State, to:
 - 7.1 Require the Dealer to attend remedial training with either the Contractor or the Lead State or;
 - 7.2 Remove the Dealer from the Contract, or in the case of multiple branch locations in one state, or multiple states, remove them as a Dealer from the location in which they are not in compliance.

D. Device Demonstration Requirements

1. Contractor may offer trial or demonstration Devices for Group A, Group B, and if requested by the Purchasing Entity, Group C, Group D, Group E, and Group F.
2. Trial or demonstration Devices may be new or used; however, no used, Remanufactured, or Refurbished Devices shall be converted to a purchase, lease, or rental.
3. At the discretion of the Participating State or Entity, and upon request by a Purchasing Entity, showroom Devices for Groups A, B, and C may be converted to a purchase, lease, or rental providing the following conditions are met:
 - 3.1 The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined);
 - 3.2 The meter count on Group C Devices does not exceed 50,000 copies total (i.e. b&w and color combined);
 - 3.3 The Device must be discounted by at least 5% off of the Master Agreement pricing for that same Device; and
 - 3.4 The Purchasing Entity and the Contractor indicate on the Order that the Device is a showroom model.
4. Any trial or demonstration period shall be free to the Purchasing Entity and shall not exceed thirty (30) calendar days.

E. Ordering and Invoicing Specifications

1. **At the discretion of the Participating State or Entity, the Product invoice shall may contain the following, at a minimum:**
 - 1.1 Name of Purchasing Entity;
 - 1.2 The name, phone number, and address of Purchasing Entity representative;
 - 1.3 Order date;
 - 1.4 Description of the Product and/or Service ordered;
 - 1.5 Model number;

- 1.6 Serial number;
 - 1.7 Price;
 - 1.8 The Master Agreement number; and
 - 1.9 Any additional information required by the Participating State or Entity.
2. Contractor shall have the ability to accept procurement credit cards, and will not assess any additional charges or fees for processing payments via this method.
3. At the discretion of the Participating State or Entity, Contractor shall **have** the ability to provide a centralized billing option.
4. Authorized Dealers shall have the ability to invoice a Purchasing Entity **directly**, unless otherwise specified by a Participating State or Entity.
5. **With the exception of drop-shipped items**, Contractor and/or Authorized Dealers shall not issue an invoice until the Purchasing Entity has confirmed Acceptance, per **section IV.H**.
6. Contractor and/or Authorized Dealers may charge the Purchasing Entity a re-stocking fee for any Products that are not accepted. The amount of the fee shall be the lesser of 10% of the purchase price, or \$200.00, unless otherwise specified in a Participating Addendum.
7. Contractor and/or Authorized Dealers may estimate meter reads if a Purchasing Entity fails to submit the required information within the specified time-frame.
8. All software Orders shall reference the Manufacturer's most recent release or version of the Product, unless the Purchasing Entity specifically requests a different version.
9. Contractor and/or Authorized Dealers may bill property tax separately or as otherwise indicated in a Participating Addendum or an Order.
10. Contractor and/or Authorized Dealers shall have a process in place for resolving disputed invoices, including escalation procedures. In addition, Contractor and/or Authorized Dealers shall have a process in place for issuing refunds or credits due to invoicing errors, as well as over-payments and Product returns.
11. **Internet-based Portal and Electronic Catalogs.** If Contractor provides the ability to place an Order through an internet-based portal or electronic catalog, then Contractor shall maintain all necessary hardware, software, backup-capacity and network connections required to operate that internet-based portal or electronic catalog. In addition, Contractor shall adhere to the following requirements:
 - 11.1 The internet-based portal or electronic catalog shall clearly designate that the Products are part of the NASPO ValuePoint Master Agreement, and shall link to the Participating State or Entity's designated web location;
 - 11.2 All Environmentally Preferable Products (EPP) shall be clearly listed;
 - 11.3 If Contractor's electronic catalog will either be hosted on or accessed through the Participating State's eCommerce system, then Contractor shall comply with all policies, procedures and directions from the Participating State or Entity in relation to hosting its catalog on or making its

catalog accessible through that system;

11.4 All information made available through the Participating State or Entity's eCommerce system is accurate and complies with the Master Agreement and the Participating Addendum; and

11.5 Paper catalogs or other digital media catalogs must be supplied to the Participating State or Entity upon request.

12. Substitutions. If an ordered Product is out-of-stock, Contractor shall notify the Purchasing Entity and request approval before substituting for the out-of-stock item. Contractor's request to substitute shall explain how the substituted Product compares with the out-of-stock item. Any substitute Product offered must be on the Contractor's Master Agreement Price List.

F. Delivery Requirements

1. With the exception of Group C and Sub-Groups C1 and C2 Devices, all Products must be shipped FOB Destination; freight prepaid by the Contractor, to the Purchasing Entity's specified location, unless otherwise indicated in a Participating Addendum. Group C and Sub-Groups C1 and C2 shipping charges shall be quoted to the Purchasing Entity prior to Order confirmation.
2. Responsibility and liability for loss or damage for all Orders will remain with the Contractor until final inspection and Acceptance, when responsibility will pass to the Purchasing Entity, except the responsibility for material defects, fraud, and the warranty obligations.
3. Devices that are in-stock, inventoried, or otherwise not subject to supply-chain shortages or issues, shall be delivered within thirty (30) calendar days after receipt of Order, unless otherwise specified by the Purchasing Entity.
4. Contractor shall provide a minimum bi semi-monthly updates to the Purchasing Entity regarding the status of all Devices that are, or will be expected to go, on backorder.
5. Software related to the Device must be installed within five (5) Business Days of the Device installation, or as otherwise stated in an Order.
6. All deliveries shall be made during Normal Business Hours, which may vary for each Purchasing Entity of each Participating State.
7. It shall be the responsibility of the Contractor to be aware of the delivery days and receiving hours for each Purchasing Entity.
8. The Purchasing Entity shall not be responsible for any additional charges, should the Contractor fail to observe specific delivery days and receiving hours.
9. The delivery days and delivery hours shall be established by each individual Purchasing Entity upon Order placement.
10. All deliveries, with the exception of drop-shipped or desktop Devices, shall be made to the interior location specified by the Purchasing Entity. Specific delivery instructions will be noted on the Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to

immediately notify the Purchasing Entity placing the Order.

11. Products shall be packaged and labeled so as to satisfy all legal and commercial requirements applicable for use by any Purchasing Entity, and shall include, without limitation and if applicable, OSHA material safety data sheets, and shall conform to all statements made on the label.
12. Packages that cannot be clearly identified may be refused and/or returned at no cost to the Purchasing Entity.

G. Device Installation Requirements

1. Prior to Order Acceptance, Contractor must advise Purchasing Entity of any specialized installation and site requirements for the delivery and installation of Device. This information should include, but is not limited to, the following:
 - 1.1 Air conditioning;
 - 1.2 Electrical;
 - 1.3 Special grounding;
 - 1.4 Cabling;
 - 1.5 Space;
 - 1.6 Humidity and temperature limits; and
 - 1.7 Other considerations critical to the installation.
2. The Purchasing Entity shall be responsible for furnishing and installing any special wiring or dedicated lines.
3. Network installation shall include configuration of the Device for the proper network protocols, and installation of the appropriate print drivers on up to five (5) computers per Device, or as otherwise specified in a Participating Addendum.
4. If applicable, all Devices must be set-up with Preventative Maintenance notifications turned on, and with the most environmentally responsible defaults enabled, including Energy Star saving settings.
5. Contractor may charge for excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs. Any such excessive installation charges must be quoted to the Purchasing Entity prior to the signature of any Order, and shall be based on the actual expenditures of Contractor or Authorized Dealer.
6. Contractor or Authorized Dealers shall affix a label or a decal to the Device at the time of installation which shows the name, address, and telephone number of Contractor or Authorized Dealer responsible for warranty Service of the Device.
7. Contractor shall clean-up and remove all debris and rubbish resulting from their work as required by the Purchasing Entity. Upon completion of the work, the premises shall be left in good repair and in an orderly, neat, clean, and unobstructed condition.

H. Inspection and Acceptance

1. **With the exception of drop-shipped Devices**, Purchasing Entity shall confirm delivery, installation and Acceptance of all Devices covered by each purchase, lease, or rental Order, by signing a Delivery and Acceptance Certificate (D&A), as referenced in **Attachment B-3, Sample D&A Certificate**, which shows Acceptance of the Device(s) and allows Contractor to invoice for the Products(s).
2. Purchasing Entity agrees to sign and return the D&A to Contractor (which, at mutual agreement, may be done electronically) within five (5) Business Days after any Device is installed, or as otherwise stated in a Participating Addendum.
3. Failure to sign the D&A or reject the Device(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity; however, it does not relieve the Contractor of liability for material (nonconformity that substantially impairs value) defects subsequently revealed when Products are put to use. Acceptance of such Devices may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor shall be liable for any resulting expense incurred by the Purchasing Entity in relation to the preparation and shipping of Devices(s) rejected and returned, or for which Acceptance is revoked.
4. Contractor shall have exclusive title to the Devices being delivered and the Devices shall be free and clear of all liens, encumbrances, and security interests. Title to the Device shall only pass to the Purchasing Entity upon:
 - 4.1 Purchasing Entity up-front purchase of the Device;
 - 4.2 Purchasing Entity exercising the purchase option at the end of an FMV Lease;
 - 4.3 Upon expiration of a Purchasing Entity's Capital Lease; or
 - 4.4 Purchasing Entity has secured Third Party financing and payment is being made directly to the Contractor by the Purchasing Entity.

I. Security Requirements

1. Network and Data Security

- 1.1 Devices may be configured to include a variety of data security features. The set-up of such features shall be at the discretion of the Purchasing Entity, and all costs associated with their implementation must be conveyed by Contractor prior to Order placement.
- 1.2 Contractor will not be permitted to download, transfer, or access print data stored on the Device in either hard drive or chip memory. Only system management accessibility will be allowed.
- 1.3 Contractor shall ensure that delivery and performance of all Services shall adhere to the requirements and standards as outlined in each Participating State or Entity's Participating Addendum.

2. **Sensitive Information.** Sensitive information that is contained in any Legacy Devices or applications shall be encrypted if practical. In addition, sensitive data will be encrypted in all newly developed applications. Since sensitive information is subjective, it shall be defined by each Participating State or Entity in their Participating Addendum.

3. **Data Breach.** Contractor shall have an incident response process that follows National Institute of

Standards and Technology (NIST) standards as referenced in the NIST Computer Security Incident Handling Guide, which can be downloaded at <https://www.nist.gov/publications/computer-security-incident-handling-guide>, and it shall include, at a minimum, breach detection, breach notification, and breach response. Further, Contractor shall notify the impacted Purchasing Entity within 72 hours of learning of such breach.

4. Authentication and Access

- 4.1 Any network connected Device must offer authentication for all features via LDAP and/or Windows AD, as well as the ability to disable authentication for any or all features.
- 4.2 Any network connected Device must have the ability to connect via Dynamic Host Configuration Protocol (DHCP) or Static IP address.
- 4.3 The credential information for any remote authentication method may not be maintained within the Device's memory.
- 4.4 Access to the Device's administrative functions must be password protected per the Participating State or Entity requirements, and the default settings must be changed at the time of Device installation.

5. Hard Drive Removal and Surrender

- 5.1 Contractor shall ensure that all hard drive data is cleansed and purged (if capable) from the Device at the end of its Useful Life, or when any hard drive ~~is repossessed by Contractor leaves the Purchasing Entity's possession~~; or
- 5.2 At the Participating State or Entity's discretion, Contractor shall remove the hard drive from the applicable Device and provide the Purchasing Entity with custody of the hard drive before the Device is removed from the Purchasing Entity's location, moved to another location, or any other disposition of the Device. The Purchasing Entity shall then be responsible for securely erasing or destroying the hard drive.
- 5.3 If Contractor takes possession of any Device at a Purchasing Entity's location, then they shall also remove any ink, toner, and associated Supplies (drum, fuser, etc.) and dispose of them in accordance with applicable law, as well as environmental, and health considerations, or as otherwise specified in a Participating Addendum.
- 5.4 Hard drive sanitation shall be at no expense to the Purchasing Entity, however; Contractor may charge the Purchasing Entity a fee if the Purchasing Entity elects to keep the hard drive in their possession. Contractor must disclose the price for removal and surrender of the hard drive, prior to Order placement.
- 5.5 If the hard drive is not removable, or the Device does not contain a hard drive, then Contractor must convey this to the Purchasing Entity at the time of Order placement. In the case of a non-removable hard drive, **section IV.I (5.1)** shall apply.
- 5.6 If Contractor is removing another Manufacturer's Devices, they are not permitted to remove the hard drive. Only the Manufacturer or their Authorized Dealer shall remove hard drives in their own Devices. Contractor shall work with the Manufacturer to ensure the requirements

pursuant to this section are met.

J. Warranty Requirements

1. The warranty period shall begin upon Acceptance of the Deliverables, and shall be for a minimum of ninety (90) days for purchase, lease and rental Devices. This warranty shall be extended to all Devices acquired under the Master Agreement, including Remanufactured and/or Refurbished Devices.
2. Devices that are sold under the resulting Master Agreement will come with the standard features as published on the Manufacturers website, and will not deviate from the stated specifications.
3. Devices shall be in good working order, free from any defects in material and workmanship, and fit for the ordinary purposes they are intended to serve.
4. If defects are identified, per mutual agreement of Contractor and the Purchasing Entity, Contractor obligations shall be limited solely to the repair or replacement of Devices proven to be defective upon inspection.
5. Replacement of Devices shall be on a like-for-like basis and shall be at no cost to the Purchasing Entity.
6. Repair of defective parts and/or Devices shall be at no cost to the Purchasing Entity.
7. Upon significant failure of a Device, the warranty period shall commence again for a minimum of ninety (90) days. Significant failure shall be determined by the Participating State.
8. Contractor warranty obligations shall not apply if:
 - 8.1 The Device is installed, wired, modified, altered, or serviced by anyone other than Contractor and/or their Authorized Dealer;
 - 8.2 If a defective or non-authorized Accessory, Supply, software, or part is attached to, or used in the Device; and
 - 8.3 The Device is relocated to any place where Contractor Services are not available.
9. Contractor agrees to perform its Services in a professional manner, consistent with applicable industry standards.
10. It will be at the discretion of each Participating State or Entity to negotiate additional warranty requirements with the Contractor.
11. **Lemon Clause**
 - 11.1 This clause shall apply to all Devices that are purchased, leased, or rented under the Contractor's Master Agreement.
 - 11.2 This clause shall not apply if Supplies are used in the Devices that were not manufactured, provided, or authorized by the Contractor.
 - 11.3 The application period is thirty-six (36) months from the date of Acceptance.

-
- 11.4** This clause shall take precedence over any other warranty or Services clauses associated with the Contractor’s Master Agreement, or as specified by a Participating State or Entity in their Participating Addendum.
- 11.5** A Purchasing Entity must maintain an uninterrupted Maintenance Agreement on all purchased Devices in order for this clause to apply past the initial ninety (90) day warranty.
- 11.6** Any Device that fails (except due to operator error) to function in accordance with the Manufacturer’s published performance specifications, four (4) times in any four (4) week period and/or is subject to recurring related problems, shall be replaced with a new Device that meets or exceeds the requirements of the original Device, at no cost to the Purchasing Entity.
- K. Contractor Notices.** Contractor shall notify the Lead State, Participating States, Participating Entities and all Purchasing Entities of any recall notices, warranty replacements, safety notices, or any applicable notice regarding the Products being sold. This notice must be received in writing (via postal mail or email) within thirty (30) calendar days of Contractor learning of such issues.

Attachment B-1 AUTHORIZED DEALER FORM

Manufacturer Name: _____

(Check one)

- The Dealer listed below is authorized to provide Products and Services in accordance with the NASPO ValuePoint Multi-Function Devices and Related Software, Services and Cloud Solutions Master Agreement.

- The Dealer listed below will no longer provide Products and Services under the NASPO ValuePoint Multi-Function Devices and Related Software, Services and Cloud Solutions Master Agreement for the following reason (required):

State(s) Serviced by Dealer:	
Dealer Name:	
Address:	
Phone (include Toll-Free, if available):	
Contact Person(s):	
Email Address:	
FEIN:	

Signed: _____ Date: _____
(Contractor Representative)

Signed: _____ Date: _____
(Authorized Dealer Representative)

(Print First and Last Name of Authorized Dealer Representative)

Attachment B-2 AUTHORIZED DEALERS BY STATE



Attachment B-2 -
Authorized Dealers by

**Attachment B-3
SAMPLE D&A CERTIFICATE**

**NASPO VALUEPOINT MASTER AGREEMENT NO.
AND THE STATE OF Insert Name of Participating State PARTICIPATING
ADDENDUM NO.
WITH Insert Name of Contractor**

To: Insert Name of Contractor or Authorized Dealer

Pursuant to the provisions of the Master Agreement and Participating Addendum, Purchasing Entity hereby certifies and warrants that (a) all Equipment described in the Order has been delivered and installed; (b) Purchasing Entity has inspected the Equipment, and all such testing as it deems necessary has been performed by Purchasing Entity and/or Contractor to the Satisfaction of Purchasing Entity; and (c) Purchasing Entity accepts the Equipment for all purposes of the Order.

Insert name of Purchasing Entity

By: _____

Title: _____

Date: _____

Attachment B-4 SAMPLE MPS STATEMENT OF WORK

Agency/Customer:		Contractor:	
Contact Name:		Contact Name:	
Address:		Address:	
Email:		Email:	
Phone:		Phone:	
Fax:		Fax:	
		Contractor website:	
Print Assessment Date:		Period of Performance:	
Statement of Work must incorporate the following documents:			
NASPO ValuePoint Master Agreement # _____			<i>[Imbed document here]</i>
Participating Addendum # _____			<i>[Imbed document here]</i>
Contractor's Print Assessment			<i>[Imbed document here]</i>

Statement of Work, at a minimum, must include the following elements:

- 1. Introduction:**
Describe your current environment. What is your inventory, including owned, rented, or leased Devices

- 2. Scope:**
Include Project scope (i.e. single-function, multi-function printers etc.) and software

- 3. Out of Scope:**
This Project does not cover the following functions or deliverables:

- 4. Objective:**
*The main objective of this project is:
 System and procedures will be set up to allow:*

5. Location:

Enter all physical locations of where work will be performed

6. Discovery/Assessment:

Contractor will be required to discover/assess Purchasing Entity print environment as described below:

Deliverables:

Describe the deliverables for Discovery/Assessment

Checkpoints:

Describe the checkpoints for Discovery/Assessment

7. Data Security

Include description of data security requirements

8. Data Breach

Describe any data breach requirements

9. Equipment Guarantees

Describe downtime, on-site service, response time etc. (Note: this section must, at a minimum, adhere to the same requirements as outlined in the Master Agreement and/or Participating Addendum)

10. End of Life/Equipment replacement

Insert description of end of life/equipment replacement process

11. Implementation:

Deliverables:

Describe the deliverables for Implementation

Checkpoints:

Describe the checkpoints for Implementation

User Acceptance Testing:

Describe User Acceptance Testing for Implementation

Production Rollout:

Describe the Production Rollout for Implementation

12. Contractor Staff and Support

Describe Contractor staff roles and their availability

13. Purchasing Entity Roles and Responsibilities

Insert description of Purchasing Entity Roles and Responsibilities including:

Contacts:

- Project Manager
- End-User Representative
- System Administrator
- Technical Support

General and Technical Responsibilities:

Insert description of Purchasing Entity Roles and Responsibilities

14. Performance Penalties

Insert description of Contractor Performance Penalties

15. Payment

Describe billing cycles and invoice information

This Agreement is entered into by and between the *[Purchasing Entity]*, located at *[Agency address]* and *[Contractor]* licensed to conduct business in the State of _____ (“Contractor”), located at *[Contractor address]* for the purpose of providing *Managed Print Services*.

The signatories to this Managed Print Services Agreement represent that they have the authority to bind their respective organizations to this Agreement.

In Witness Whereof, the parties hereto, having read this Managed Print Services Agreement in its entirety, including all attachments, have executed this Agreement.

This Agreement is effective this _____ day of _____, 2____.

Initial term of this Agreement is _____ year(s) or until _____.

Maximum term of this Agreement is five (5) years, or until _____.

Contractor Signature	Date	Purchasing Entity Signature	Date
Contractor Printed Name, Title		Purchasing Entity Printed Name, Title	

Attachment C RFP EVALUATION PLAN

Stage 1: Initial Responsiveness. Proposals will be reviewed for completeness and initial responsiveness. Proposals omitting required documents or responses may be rejected in accordance with Attachment A, RFP Terms and Conditions.

Stage 2: Mandatory Requirements. To be considered responsive, an Offeror must meet the following mandatory requirements. Failure to meet these mandatory requirements will result in disqualification of a Proposal:

1. Offeror must be a Manufacturer of A3 MFD's, A4 MFD's, Production Equipment, Single-function Printers, Large/Wide Format Equipment, or Scanners, as defined within this RFP.
2. Offeror must respond to at least one Segment within one Group. However, Offeror's are also required to submit their full line of Newly Manufactured Equipment for each Group they are responding to. In other words, if an Offeror has three (3) Devices that fall into Segment 3 of Group A, then they must list all three (3) Devices, as opposed to just one (1) Device. Refer to the instructions on each of the Group Price Lists (Attachments G-1 through G-6) for additional information.
3. Proposed Devices must be Newly Manufactured and meet the requirements of **Sections II.A (1), II.A (2) and II.A (3) in Attachment B, Scope of Work**. Offerors are not permitted to submit Proposals for Remanufactured or Refurbished Equipment.
4. Offeror is not required to submit a response for MPS; however, Offeror will not be able to provide MPS under the resulting Master Agreement if they don't.
5. **MPS will not be a separate Award; Offeror must be awarded Group A, B, C, D, E or F, in order to provide MPS.**

Stage 3: Evaluation Criteria. Proposals meeting or exceeding the Mandatory Requirements will be evaluated as follows:

1. **Cost Criteria (40% total weight):**
 - a) A sampling of Devices based on predetermined configurations in pre-selected Segments of each Group;
 - b) A Total Cost of Ownership (TCO) analysis for two (2) different Base Units within pre-selected Segments of each Group;
 - c) A Total Monthly Payment comparison for a 36 month FMV and a 36 month \$1 Buyout Lease, using a zero base per click fee, based on predetermined configurations in pre-selected Segments; and
 - d) A comparison of MPS pricing based on rates and standard fleet components.
2. **Technical Criteria – (60% total weight):**
 - a) Ability to meet the Scope of Work requirements;

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- b)** Dealer Engagement;
- c)** Useful Life and Legacy Equipment;
- d)** Performance Standards;
- e)** Customer Service;
- f)** Ordering Process;
- g)** Organizational Security;
- h)** Hard Drive Protocols;
- i)** Warranties;
- j)** Recycling and Trade-In Programs;
- k)** Supply Management;
- l)** Managed Print Services; and
- m)** Promotion of the NASPO ValuePoint Master Agreement.

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Attachment D CLAIM OF BUSINESS CONFIDENTIALITY

Offeror’s Claims of Business Confidentiality. (Check one of the below.)

- Offeror is not claiming any information within Offeror’s proposal as confidential, proprietary, or protected. (Check box and skip to SIGNATURE section below.)
- Offeror claims the information set forth in the table below as confidential, proprietary, or protected and **will submit with Offeror’s proposal a redacted copy of Offeror’s proposal**, which must be clearly marked as such. Offeror understands, acknowledges, and agrees to comply with the following:
 - Each of the following fields **must** be completed for each claim asserted by Offeror:
 - **Proposal Section Reference:** The page, section, or paragraph in Offeror’s proposal containing the information claimed to be confidential, proprietary, or protected.
 - **Confidential Information:** A description of the information claimed to be confidential, proprietary, or protected.
 - **Basis for Claim:** The basis for Offeror’s claim.
 - **Explanation:** Explanation of how the information claimed to be confidential meets the definition of one of the bases above.
 - **Offeror may not mark pricing or Offeror’s entire proposal as confidential, proprietary, or protected.**

Proposal Section Reference	Confidential Information	Basis for Claim	Explanation

[Add additional rows as needed.]

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SIGNATURE

By signing below, the undersigned certifies under penalty of perjury that the representations made and the information provided herein are true and correct and may be relied upon by the Lead State for purposes of determining the validity of Offeror’s claim(s). Offeror understands that submission of a Claim of Business Confidentiality does not guarantee that information claimed by Offeror as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable public information laws, rules, and policies. Offeror further agrees that if Offeror fails to submit a redacted copy of Offeror’s proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Offeror releases the Lead State, NASPO, NASPO members, and entities represented on the Multistate Sourcing Team from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.

OFFEROR:

Signature

Date

Printed Name

Title

Email Address

Phone Number

Attachment E OFFEROR INFORMATION, ACKNOWLEDGEMENTS, AND CERTIFICATIONS

I. OFFEROR INFORMATION

Please complete **Attachment E-1, W9 – Request for Taxpayer Identification Number and Certification.**

II. BUSINESS DETAILS

- A. **Company Website.** Provide a URL for your company's website.
- B. **Company Size.** Identify the number of employees working for your company.
- C. **Ownership Structure.** Describe your company's ownership structure.
- D. **Litigation.** List all claims of non-performance or breach from customers in excess of \$5,000, including all pending litigation matters (including civil, criminal, or appellate) or criminal convictions in the past 5 years for the company and all principals. Attach an additional document if necessary.

III. PROPOSAL CONTACT

The Proposal Contact must be able to respond timely to communications from the Lead State. Offeror must, within 24 hours, notify the Lead State of any change to Offeror's Proposal Contact.

- A. **Proposal Contact Name:**
- B. **Proposal Contact Title:**
- C. **Proposal Contact Email:**
- D. **Proposal Contact Phone Number:**

IV. ACKNOWLEDGEMENTS AND CERTIFICATIONS

By signing below and submitting a response to this RFP, Offeror acknowledges and certifies the following:

- A. **Debarment.** (Check one of the below.)
 - Neither Offeror nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency.
 - Offeror cannot certify the statement above, and Offeror will affix a written explanation to this attachment for review by the Lead State. If after reviewing Offeror's written explanation the Lead State determines it is not in the best interest of the Lead State, Participating Entities, or Purchasing Entities to award Offeror a Master Agreement, the Lead State may reject Offeror's proposal.
- B. **Non-collusion.**
 - 1. This proposal has been developed independently by Offeror and has been submitted without collusion and without any agreement, understanding, or planned common course of action with any other Offeror or supplier of Product in a manner designed to limit fair and open competition.

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2. The contents of this proposal have not been communicated by Offeror or its employees or agents to any person not an employee or agent of Offeror and will not be communicated to any such persons prior to the RFP Close Date.
- C. Data Disclosure to Foreign Governments.** (Check one of the below.)
- Offeror is not an entity subject to laws, rules, or policies potentially requiring disclosure of, or provision of access to, customer data to foreign governments or entities controlled by foreign governments, and Offeror's offerings do not contain, include, or utilize components or services supplied by any entity subject to the same. Offeror's offerings also do not contain, include, or utilize covered technology prohibited under Section 889 of the National Defense Authorization Act, as amended.
 - Offeror cannot certify the statement above, and Offeror will affix a written explanation to this attachment for review by the Lead State. If after reviewing Offeror's written explanation the Lead State determines it is not in the best interest of the Lead State, Participating Entities, or Purchasing Entities to award Offeror a Master Agreement, the Lead State may reject Offeror's proposal.
- D. Conflicts of Interest.** (Check one of the below.)
- Offeror represents that none of its officers or employees are officers or employees of the Lead State and that none of its officers or employees have a conflict of interest as defined by the laws, rules, or policies of the Lead State.
 - Offeror cannot certify the statement above, and Offeror will affix a written explanation to this attachment for review by the Lead State. If after reviewing Offeror's written explanation the Lead State determines it is not in the best interest of the Lead State, Participating Entities, or Purchasing Entities to award Offeror a Master Agreement, the Lead State may reject Offeror's proposal.
- E. Required Insurance.** Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the levels prescribed in **Attachment H, Sample Master Agreement**. Offeror understands that this requirement is mandatory and will not be negotiated by the Lead State.
- F. NASPO ValuePoint Administrative Fee.** Offeror agrees to pay a NASPO ValuePoint administrative fee and submit summary and detailed sales reports in accordance with **Attachment H, Sample Master Agreement**. Offeror understands that this requirement is mandatory and will not be negotiated by the Lead State.
- G. Marketing Plan.** If awarded a Master Agreement resulting from this RFP, within 30 days of execution of the Master Agreement, Offeror will meet with NASPO ValuePoint marketing personnel to review and track progress on the marketing plan described by Offeror in **Attachment F, Technical Response Worksheet**.
- H. Confidential, Proprietary, or Protected Information.** As set forth in **Attachment A, RFP Terms and Conditions**, if Offeror is claiming any portion of its proposal as confidential, proprietary, or protected, Offeror must complete the required sections of **Attachment D, Claim of Business Confidentiality**, and submit with Offeror's proposal a redacted copy of Offeror's proposal, which must be clearly marked as such. Offeror may not mark pricing or Offeror's entire proposal as confidential, proprietary, or protected.

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Submission of a Claim of Business Confidentiality does not guarantee that information claimed by Offeror as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable public information laws, rules, and policies. If Offeror fails to submit a redacted copy of Offeror’s proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Offeror releases the Lead State, NASPO, NASPO members, and entities represented on the Multistate Sourcing Team from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.

I. Understanding of the RFP. Offeror has read the RFP in its entirety and understands and agrees to comply with all requirements set forth therein. Any conflicts in the materials composing the RFP and any issues relating to the content of the RFP, including instructions, requirements, or specifications Offeror believes to be ambiguous, unduly restrictive, erroneous, anticompetitive, or unlawful, have been brought to the attention of the Lead State using the process described in the RFP for asking questions or, if applicable, by filing a protest. In accordance with **Attachment A, RFP Terms and Conditions**, Offeror acknowledges and understands that any protest, claim, dispute, or action based upon a conflict or issue described herein must be filed no later than the RFP close date, and Offeror waives the right to file any protest, claim, dispute, or action based upon a conflict or issue described herein if not filed by the RFP close date.

SIGNATURE

The undersigned is one of the following:

1. The Offeror, if Offeror is an individual;
2. A partner in the company, if Offeror is a partnership; or
3. An officer or employee of the responding corporation having authority to sign on its behalf, if Offeror is a corporation.

By signing below, the undersigned warrants that the representations made and the information provided in Offeror’s proposal are true, correct, and reliable for purposes of evaluation for a potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from contract award and may subject the undersigned, Offeror, or both to suspension or debarment proceedings, as well as other remedies available to the Lead State by law, including termination of any Master Agreement awarded to Offeror.

OFFEROR:

Signature

Date

Printed Name

Title

Email Address

Phone Number



**Attachment E-1
W9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION**



Attachment E-1 - W9
Request for Taxpayer

Attachment F TECHNICAL RESPONSE WORKSHEET

Offeror Name: _____

PART I

Offeror must provide complete and succinct responses to each item below. **Insert your responses into this worksheet directly below each question or prompt.** While marketing materials are neither requested nor desired, Offeror should provide all information necessary to demonstrate Offeror’s ability to meet the requirements of this RFP and the RFP’s Scope of Work. In addition, please note that certain documents are required to be submitted with your Proposal (refer to the questions below for further information).

- I. **Mandatory Requirements.** Per Attachment C, RFP Evaluation Plan, Offeror must indicate their compliance with the following:

Mandatory Requirements	Indicate compliance with an “x”
Are you a Manufacturer of A3 MFD’s, A4 MFD’s, Production Equipment, Single-function Printers, Large/Wide Format Equipment, or Scanners, as defined within this RFP?	
Have you responded to at least one Segment within one Group?	
Have you submitted your entire line of Newly Manufactured Equipment for each Group you responded to?	

- II. **Scope of Work.** Offeror must indicate their understanding/compliance with the following sections of **Attachment B, Scope of Work** by typing “Yes” in the column indicated. If a section is not applicable to your Proposal, please type “N/A.” If you are not able to comply with a section, type “No.” For all “N/A” and “No” responses, you must indicate the reason in the Comments column. In addition, if you type “Yes” and would like to expound on that response you may also do so in the Comments column. Sections of the Scope of Work not contained in the table below do NOT alleviate Offeror from complying with the requirements of those sections.

Section	Subsection	Indicate “Yes”, “No” or N/A	Comments
Master Agreement Overview			
I.	A. through G.		

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	H.1 through H.9		
Master Agreement Deliverables			
Primary Product and Service Offerings			
II.A.1 Group Categories	Group A through Group F		
II.A.2 Device Configurations	2.1 through 2.6		
II.A.3 Device Standards	3.1		
	3.2		
	3.3		
	3.4		
	3.5		
	3.6		
	3.7		
	3.8		
	3.9		
	3.10		
	3.11		
II.A.4 Device Exceptions	4.1		
	4.2		
	4.3		
	4.4		
II.A.5 Accessories	5.1 through 5.3		
II.A.6 Remanufactured and Refurbished Equipment	6.1		
	6.2		
	6.3		
	6.4		
	6.5		
	6.6		

	6.7		
	6.8		
II.A.7 Group G – Software	7.1		
	7.2		
	7.3		
	7.4		
	7.5		
	7.6.a through 7.6.g <i>Software Subscriptions</i>		
	II.A.8 Group H – Consumable Supplies	8.1	
8.2			
8.3			
8.4			
II.A.9 Service Offerings	9.1.a through 9.1.i <i>Group I – Managed Print Services</i>		
II.A.9 (9.2) Maintenance Agreements	9.2.a <i>Pricing</i>		
	9.2.b <i>Initial Term</i>		
	9.2.c <i>Renewal Term</i>		
	9.2.d <i>Blended Rates</i>		
	9.2.e <i>Manual Meter Reads</i>		
	9.2.f <i>Customer Owned Devices</i>		
	9.2.g <i>Lease or Rental Devices</i>		
	9.2.h <i>Legacy Devices</i>		
Ancillary Product and Service Offerings			
II.B.1 Sub-Group Categories	1.1 <i>Sub-Group G1 – Software Related Services</i>		
	1.2 <i>Sub-Group C1 – Standalone Production Devices</i>		

	1.3 <i>Sub-Group C2 – Industrial Print Equipment</i>		
	1.4 <i>Sub-Group D1 – Specialty Printer</i>		
II.B.2	Sub-Group Category Discounts		
II.B.3 Open Market Items	3.1		
	3.2		
	3.3		
	3.4		
	3.5		
II.B.4 Emerging Technologies	4.1		
	4.2		
	4.3		
	4.4		
Purchase, Lease and Rental Programs			
III.A	Acquisition Methods		
III.B	Device Trade-In		
III.C	Lease and Rental Rates		
III.D Leasing and Rental Overview	1.		
	2.		
	3.		
	4.		
	5.		
	6.		
	7.		
	8.		
	9.		
	10.		
	11.		

	12.		
III.E Leasing and Rental Options	1.1 and 1.2 <i>FMV Lease</i>		
	2.1 and 2.2 <i>Capital Lease</i>		
	3.1 and 3.2 <i>Straight Lease</i>		
	4.1 through 4.3 <i>Cancellable Rental</i>		
	5.1 through 5.3 <i>Short-Term Rental</i>		
III.F Leasing and Rental Terms and Conditions	1.1 through 1.4 <i>Possession and Return of Lease and Rental Devices</i>		
	2. <i>Payment</i>		
	3. <i>Buyout to Keep Option</i>		
	4. <i>Buyout to Return Option</i>		
	5. <i>Device Upgrade or Downgrade</i>		
	6. <i>Non-appropriation of Funds</i>		
	7. (including 7.1 and 7.2) <i>Assignment</i>		
	8.1 and 8.2 <i>Early Termination Charges</i>		
	9.1 through 9.5 <i>Default</i>		
	10. (including 10.1 and 10.2) <i>Remedies</i>		
Contractor Responsibilities and Tasks			
Service Requirements			
IV.A.1.	Technicians		
IV.A.2 Standard Service Levels	2.1.a. through 2.1.h <i>End-User Training</i>		
	2.2 <i>Preventative Maintenance</i>		
	2.3.a through 2.3.c <i>Device Performance</i>		
	2.4.a through 2.4.c		

	<i>Loaner Device</i>		
	2.5.a through 2.5.d <i>Repair Parts</i>		
	2.6.a through 2.6.c <i>Service Zones</i>		
	2.7.a. and 2.7.b <i>Service Logs</i>		
	2.8.a through 2.8.d <i>Device Relocation</i>		
IV.A.3 Meter Read Invoicing	3.1 through 3.4		
IV.A.4 Reporting	4.1.a and 4.1.b <i>Service Level Calculations</i>		
	4.2.a and 4.2.b <i>Periodic Reporting</i>		
Customer Service			
IV.B.1 Key Personnel	1.1 through 1.4		
IV.B.2	Single Point of Contact		
IV.B.3	Service and Support Hours		
IV.B.4	Customer Service Team		
IV.B.5	Additional Coverage		
IV.B.6	Online Access		
IV.C Authorized Dealers	1.		
	2.		
	3.		
	4.		
	5.		
	6.		
	7.1 and 7.2		
IV.D Device Demonstration Requirements	1.		
	2.		
	3. (including 3.1 through 3.4)		
	4.		

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IV.E Ordering and Invoicing Specifications	1.1 through 1.9		
	2.		
	3.		
	4.		
	5.		
	6.		
	7.		
	8.		
	9.		
	10.		
	11.1 through 11.5		
	12. <i>Substitutions</i>		
IV.F Delivery Requirements	1.		
	2.		
	3.		
	4.		
	5.		
	6.		
	7.		
	8.		
	9.		
	10.		
	11.		
	12.		
IV.G Device Installation Requirements	1.1 through 1.7		
	2.		
	3.		
	4.		

	5.		
	6.		
	7.		
IV.H Inspection and Acceptance	1.		
	2.		
	3.		
	4. (including 4.1 through 4.4)		
IV.I Security Requirements	1.1 through 1.3 <i>Network and Data Security</i>		
	2. <i>Sensitive Information</i>		
	3. <i>Data Breach</i>		
	4.1 through 4.4 <i>Authentication and Access</i>		
	5.1 through 5.6 Hard Drive Removal and Surrender		
IV.J Warranty Requirements	1.		
	2.		
	3.		
	4.		
	5.		
	6.		
	7.		
	8.1 through 8.3		
	9.		
	10.		
IV.J.11 Lemon Clause	11.1		
	11.2		
	11.3		
	11.4		

**Request for Proposals for
Multi-Function Devices and Related Software, Services and Cloud Solutions**



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	11.5		
	11.6		
IV.K	Contractor Notices		

Attachment F TECHNICAL RESPONSE WORKSHEET

Offeror Name: _____

PART II

Instructions: Offeror must provide a detailed response to each of the questions (and their sub-questions) listed below. Responses will not be limited to a certain number of pages. Samples of reports or other documents requested need to be included in the Proposal packet and must be cross-referenced so that the response and the corresponding document can be easily located.

1) Dealer Engagement:

- a) Describe your process for selecting Dealers to provide Products and Services under a resulting Master Agreement.
- b) Describe how your organization will on-board your Dealers.
- c) How will you ensure that your Authorized Dealers will offer the correct contract pricing to Purchasing Entities, and that the contract is being utilized correctly?
- d) In the event a Dealer becomes non-compliant with the contract and refuses to provide Products or Services to a customer, describe how your organization will handle this issue and the measures that will be put in place to ensure it doesn't happen again.
- e) What type of training do you provide to your Dealers, and how will you ensure that new staff is properly trained in the nuances of each Participating Addendum? Provide a sample training plan or information sheet that you will give to your Dealers.
- f) How does your organization plan to provide continuing education for your Dealers to ensure that they are kept up-to date on Master Agreement and Participating Addenda modifications and/or amendments?
- g) Describe your process for updating your Dealer channel whenever your Price Lists are updated and approved by the Lead State, or when there are Amendments to the Master Agreement.

2) Useful Life of a Device and Legacy Equipment:

- a) Describe your process for determining Useful Life on a Device, with the understanding that it is not always based on passage of time alone.
 - i) Do you factor in down-time, parts replacement, and number of Service Calls etc.?

- b) Describe your ability to perform maintenance on Legacy Equipment.
 - i) Are you able to provide service on customer owned Equipment that was acquired from another Manufacturer? If so, how?
 - ii) Are your Technicians cross-trained in multiple Manufacturer Devices?

3) Performance Standards:

- a) Describe the methodology used to develop your organization's performance standards and the processes and tools used to monitor and measure performance against those standards.
- b) Provide a sample report which contains the following data: Uptime percentage (%) per fleet of Devices, number of Service Calls placed, Response Time per Device, dates that Preventative Maintenance was performed, hours of end-user training performed, and estimated end of Useful Life per Device based on current usage.
 - i) Can customers obtain this reporting information online? If so, how do they access it? Is a log-in required?
 - ii) Can the information be exported?
 - iii) Can customers obtain their own Ad-hoc reports?
 - iv) What additional tools or features does your reporting system offer?
- c) Provide a copy of your organization's standard SLA. This SLA must, at a minimum, adhere to the requirements outlined in the Scope of Work.
- d) Describe your organization's ability to meet or exceed the Service Response Times as outlined in the Scope of Work.
- e) How does your organization measure Technician performance?
 - i) Are they evaluated based on the number of Service Calls completed, or the amount of time at a Service Call?
- f) Describe your end-user training process for Equipment. How do you allocate resources to conduct the training?
 - i) How long are your training sessions?
- g) Describe how your organization provides proactive Preventative Maintenance to address technical issues before they become operational problems.
 - i) What type of Preventative Maintenance is done at the time of a Service Call?
 - ii) How is a Purchasing Entity notified that Preventative Maintenance is needed?
- h) Describe your process for communicating with customers regarding inoperable Equipment, including updates for resolution timeframe, and any parts, Accessories, or Devices that are on back-order.

- 4) How do you ensure that software patches and updates are communicated to the customer?
- 5) **Customer Service:**
- a) Describe how your organization responds to customer complaints. Identify your escalation process and the personnel that will handle these issues.
 - b) Describe how you assess customer satisfaction. Do you send out user surveys, call customers directly, or schedule routine on-site visits?
 - c) What are your quality assurance measures and how are they handled in your organization?
- 6) **Ordering Process:**
- a) Describe the ordering process, including steps to expedite Orders.
 - b) Describe your organization's process for resolving disputed invoices, including escalation procedures.
 - c) Describe your organization's process for issuing refunds or credits to customers due to invoicing errors, over-payments and Product returns.
 - d) Describe the steps your organization takes to mitigate supply-chain issues and how you ensure that Products are available to Purchasing Entities with minimal delays.
- 7) **Organizational Security:**
- a) Provide a copy of your organization's Data Breach plan.
 - b) Describe, in detail, how it adheres to NIST standards. Your response must include your policies regarding breach detection, notification, and response time.
 - c) Has there been a data breach that has affected a Purchasing Entity within the last three (3) years? If so, how did you resolve the issue?
- 8) **Hard Drive Protocols:**
- a) Describe, in detail, the protocols that are followed for hard drive sanitation and removal.
 - b) How will your organization ensure that your Authorized Dealers conform to these requirements?
 - c) What is your process for ensuring that other Manufacturers don't remove hard drives in your Equipment?
- 9) **Warranties:**

- a) Describe any additional warranties you offer on your Products.
- b) Have you ever encountered a situation in which a customer exercised the Lemon Clause? If so, please describe the situation in detail, and include the type(s) of Devices this affected and your resolution in ensuring customer satisfaction.

10) Recycling and Trade-In Programs:

- a) Do you offer a pickup program for end-of-life Devices? If so, please provide detail regarding the program and how customers can utilize it.
- b) Do you offer a used-cartridge trade-in allowance? If so, how does your program work?
- c) Describe your toner cartridge recycling program.

11) Supply Management

- a) Does your toner (or any other supplies) contain “smart chips,” any computer code, or any other design element that would disable the equipment or impair it in any way (i.e. exceeding an authorized number of copies, advancing the Device to a particular date or other numeral, etc.)?
- b) Can your Supplies be remanufactured by third-parties? What is your position on remanufactured ink cartridges?

12) Managed Print Services:

- a) How long has your organization been providing Managed Print Service solutions? Include any specialized training or experience that your organization or Key Personnel within your organization possess in your response.
- b) Describe in detail, what your organization’s free initial assessment consists of. How do you identify what the needs of the customer are so that you can provide a preliminary estimated cost savings and make recommendations on how to improve fleet efficiency?
- c) Describe how you calculate realistic cost savings for implementation of MPS.
- d) Describe your organization’s implementation strategy. The strategy should contain your approach to training, communication plans, and how continuous improvement and program management are collaboratively addressed.
- e) Describe your training approach to ensure that customers are well versed in how to maximize your Managed Print Services approach. You should include the types of training available (targeted, web-based, on-site, one-on-one etc.) in your response.
- f) How does your organization remain competitive in the managed print industry to improve efficiencies? How do those efficiencies transfer to your customers?

- g) What is your experience with driving and communicating Change Management?
- h) Describe your ability to provide and support asset lifecycle management.
- i) Describe your ability to support cloud technology for print job management.
- j) Describe your remote device monitoring services.
 - i) Do you obtain meter reads automatically?
 - ii) Do you have an automated toner replenishment program?
- k) Describe how your proposed technology will guarantee security solutions such as: intrusion detection, user authentication, protecting content integrity, and pull printing.
- l) How do you handle network and data security issues? What measures do you take to protect sensitive customer information?
- m) Please describe how you will monitor and manage print devices to include:
 - i) Network access.
 - ii) Fleet configuration and utilization.
 - iii) Management of customer owned or legacy equipment, including parts, labor, supplies, and moves.
 - iv) On-going assessments, which shall include, but not be limited to: continuous process improvement, device utilization, fleet performance, cost saving opportunities, green spend, consumables spend, break/fix, and service level standards.

13) Promotion of the NASPO ValuePoint Master Agreement

- a) Describe your company's experience working with contracting cooperatives.
- b) Describe how you intend to market your Master Agreement.
- c) Describe how you intend to encourage usage of your Master Agreement by Purchasing Entities.
- d) Describe your approach to negotiation of Participating Addenda. Describe the extent to which you provide Participating Entities flexibility in incorporating entity-specific language into their Participating Addenda (e.g., do you require entities to provide statutory citations for their entity-specific language? Are you able to devote resources to simultaneous negotiation of multiple Participating Addenda?)

Attachment G

COST PROPOSAL INFORMATION AND INSTRUCTIONS

Offeror must complete all required elements of this Cost Proposal. The format and structure of the Cost Proposal is intended to allow for a fair evaluation of like costs among Offerors. Deviation from the format or structure of this Cost Proposal may result in Offeror's proposal being deemed non-responsive.

Inclusion of cost or pricing information in any document other than this Cost Proposal (i.e. Attachments G-1 through G-7) may result in Offeror's proposal being deemed non-responsive.

The Group A through Group F Price Lists, as well as the MPS Price List, were created for evaluation purposes only and do not represent the full breadth of Offeror's Product line. Offeror should not submit additional product and price sheets with their Proposal, unless otherwise noted (refer to Section I below). Upon award of a Master Agreement, Offeror will be asked to submit their full Product offering (i.e. Group Price Lists, MPS Price List, Software Price List, Supply Price List etc.) to the Lead State. The format of those Price Lists will be discussed during Master Agreement negotiations.

Offeror is wholly responsible for ensuring figures and calculations submitted in Offeror's completed Cost Proposal are accurate, even if formulas have been provided by the Lead State as a courtesy.

Detailed instructions on how to fill out the Price Lists are located on the "Instructions" tab of each Price file.

Offeror must refer to **Attachment B, Scope of Work, Section I.H, Pricing**, for additional information not contained on the "Instructions" tab of the Price Lists, or in this Attachment G, prior to calculating their Proposal costs.

I. Pricing Requirements.

- A. All pricing must include a 0.25% NASPO ValuePoint Admin Fee charge. Do NOT increase your pricing by more than this amount. You will have the ability (after Award) to increase pricing to account for each State's Administrative Fee. This increase will not be universal, but rather, will be negotiated with each Participating State.
- B. **With the exception of Group C**, pricing must include all shipping, delivery, and standard installation costs associated with the Products.
- C. The proposed discount percentages for the Products listed on the 'Discount from MSRP' tab in the Group Price Lists, will apply to the Offeror's full catalog of approved Products.
- D. The proposed lease and rental rates **must not** include property tax; however, Offeror may fill out the **% Increase for Property Tax** chart on the "Lease and Rental Rates" tab to indicate the percent increase to the Lease and Rental Rates if you plan to incorporate property tax into the monthly payment; otherwise, Offeror may choose to absorb the property tax or bill it to the Purchasing Entity when it comes due.

II. Submission Requirements.

- A. All models being proposed MUST be listed on Buyer's Lab at the time of Proposal submission.

- B.** Offeror must submit Product and pricing information as detailed in the Group Price Lists (**Attachments G-1 through G-6**) for each of the Groups being proposed. Offeror will not be eligible to receive an Award for any Group it does not submit Product and pricing information for, nor will the Offeror be able to add additional Groups to their Master Agreement at any time throughout the life of the Contract.
- C.** **ONLY** Group A models are required to be OEM. Group B through Group F models may be Non-OEM.
- D.** MSRP must be submitted with Offeror's Proposal. MSRP will be verified with Buyer's Lab. If the MSRP is not published on Buyer's Lab, then the Offeror must submit its List Price. The List Price must be verifiable and published on the Manufacturer's website at the time of Proposal submission. A URL link is not acceptable; Offeror must provide a printout of its List Price **which details the price of the applicable Device.**
- E.** If responding to Group A, Group B and/or Group C, Offeror must provide a leasing option. Lease options for Group D, Group E, and Group F are encouraged, but not required.
- F.** Offeror must submit 36, 48, and 60 month lease rates for FMV and \$1 Buyout Leases for Groups A, B, and C. 12, 18, and 24 month terms are optional. In addition, 72, 84, 96, 108 and 120-month lease and rental rates for Group C are also optional.
- G.** Offeror must complete each Group Price List that they are submitting a response for, per the following guidelines :
- 1)** Offeror must submit pricing for **all Newly Manufactured Equipment that they offer in each Segment.** The same model may not be proposed in different Segments of either the same Group or different Groups.
For example: You are not permitted to propose the same model in Group A and again in Group C.
 - Failure to adhere to this requirement may result in all **Groups** with a duplicate model **being removed from Award consideration.**
 - In addition, the same model may not be listed under B&W and then again under Color/ B&W in the same Segment.
 - **Further, the same model may not be listed in different Segments within the same Group. If a model crosses speed Segments, then Offeror must select only ONE Segment to list that model in.**
 - 2)** Any Newly Manufactured Devices not listed in the applicable Group Price List will **not** be allowed to be sold under the Master Agreement at any time throughout the term of the Contract.
- H.** Proposed Devices must meet the requirements of **Section II.A.1, II.A.2 and II.A.3** in **Attachment B, Scope of Work.**
- I.** Offerors are not permitted to submit Proposals for Remanufactured or Refurbished Equipment.
- J.** Offeror must submit MPS pricing information as detailed in **Attachment G-7.** Offeror will not be eligible to receive an Award for MPS if they do not submit pricing for it, nor will the Offeror be able to add MPS to their Master Agreement at any time throughout the life of the Contract.

ATTACHMENT G-2 - GROUP B PRICE LIST

NOTE: WITH THE EXCEPTION OF INSERTING ADDITIONAL COLUMNS AND ROWS TO ACCOUNT FOR PRODUCT OFFERINGS, THE FORMAT OF THIS WORKBOOK MUST NOT BE ALTERED.

INSTRUCTIONS FOR EACH TAB

MSRP List Price

1. List your Vendor Name in cell B1 (this name will automatically populate to all other tabs).
2. List every Newly Manufactured Device you offer in each Segment. Insert additional columns as necessary.
3. Insert the MSRP in the Base Unit column. This MSRP MUST match what is listed on Buyer's Lab. If the MSRP is not listed on Buyer's Lab, **then** insert the List Price. This List Price must be verifiable on the Manufacturer's website.
4. Insert the shipping charges (ONLY IF) the equipment is drop-shipped. If it is installed by a technician or you don't want to break out the drop-ship charges, then write "Included" in this cell. (SEE NOTE BELOW)
5. If you do not offer any models in a Segment, then write "N/A" under that Segment in both the Make and Model cells.
6. If you list a Device under a B&W Segment, do NOT list it again under the Color/B&W Segment. A B&W Segment is strictly for B&W Devices only, with no Color option.
7. If a pre-listed Accessory comes standard with the Base Unit, please write "standard" in the appropriate cell.
8. If a pre-listed Accessory does not come with the Device, write "N/A" in the appropriate cell. Do NOT delete the pre-listed Accessory.
9. List a maximum of top 20 Accessories (which must include the pre-listed options if applicable). For example: If you indicate that 5 of the pre-listed Accessories are "N/A", then you must list 5 other Accessories. The Accessories you choose (not including the pre-listed ones), must be the most common Accessories sold with the Device.
10. List a maximum of top 5 Connectivity/Security options (which must include the pre-listed options if applicable). If the pre-listed options come standard, then write "standard" in the appropriate cell. If a pre-listed option is not included, then write "N/A" in the appropriate cell. Do NOT delete pre-listed Connectivity/Security options. Do NOT include Software options.
11. List a maximum of top 5 Accessibility options.

As noted in the RFP, this Workbook is for Evaluation purposes only. Do NOT submit attachments with your additional Accessory, Connectivity, Security, Accessibility options etc.

Note: MSRP/List Price and Device offerings will be compared against Buyer's Lab **or** ~~and~~ Manufacturer's website or List Price Sheet. If you fail to list all Newly Manufactured Devices, then you will not be permitted to add them to the resulting Master Agreement at any time throughout the term of the Contract. If MSRP is listed with Buyer's Lab, then do NOT use your List Price. Failure to use Buyer's Lab pricing could result in the Device not being allowed under a resulting Master Agreement.

Note: Per Attachment G, Cost Proposal Information and Instructions, pricing must include all shipping, delivery, and installation costs associated with the Products. Therefore, the discount percentage should be calculated based on the incorporation of these charges. Do NOT alter the MSRP or List Price.

Discount from MSRP

1. Provide the % discount off of MSRP or List Price for each Product in each Segment. **Do NOT provide a separate discount for each Base Unit within the same Segment.**
2. **If you do not currently offer any Devices in a particular Segment, but you want to have the ability to offer Devices in that Segment later on, then you MUST still propose a discount for each Product in that Segment.**
3. Do not change the name of the Product or add rows for additional Products. You must conform your Product line to fit within the classifications listed.
4. If you do not offer Third-Party Accessories, OEM Software, Third-Party Software, or Compatible Supplies, write "N/A" in each of the appropriate cells.

Service - Supplies Pricing

1. The Devices that you list on this tab MUST be the same Devices that you list on the 'MSRP List Price' tab (as again, this constitutes your full Product line for Group B). Insert additional columns if necessary.
2. You must provide a Zero Base Charge option. Fill out rows 12 - 17 for each model you have listed. Write "N/A" for anything that you do not offer.
3. You must provide a Flat Rate Fee option. Per the Scope of Work, this option must be available for all customers who purchase Equipment up-front.
4. You are not required to provide a Monthly Base Charge option, but if you offer this, you may include up to 3 different pricing structures. Fill out all cells and write "N/A" for anything you don't offer.
5. Indicate additional Service Coverage on a price per hour basis for each Service Zone. Refer to the RFP for Service Zone distances.
6. Indicate the cost for Service Calls that are not covered under the Maintenance Agreement.
7. If you charge an additional fee for maintenance or installation of an accessory, list the accessory as well as the fee per hour. If you don't charge per hour, indicate how you DO charge at the bottom of the worksheet.
8. List any additional End-User training you provide above and beyond the required one hour.
9. List your pricing for Equipment Moves in Zone 2 and Zone 3.
10. List your pricing for hard drive removal.
11. List any additional Services you offer and indicate how they are priced (i.e. per hour, per month etc.)

Lease and Rental Rates

1. Per the requirements in the RFP, you must provide rates for: 36, 48, and 60 month FMV and Capital Leases. 12, 18, and 24 month terms are optional.
2. Straight Lease, Short-Term Rental, and Cancellable Rental Rates are optional. Write "N/A" for any options you will not provide. If you don't submit rates with your proposal, you will not be able to provide these options later on.
3. You must list the Daily Treasury Yield Curve Rate (or similar index) that you used, and the date that rate was published (must be the most recent calendar quarter end date). In addition, you must indicate your fixed margin for each lease and rental type you are proposing, and in Question #1, explain how you determined your fixed margin for each lease and rental type, and in Question #2, describe your methodology (i.e. calculation) for determining your 48 month base rate.
4. If you do NOT plan on billing property tax separately, then indicate what percent you will increase your lease and rental rates by so that property tax is included in the monthly lease or rental payment amount.

Note: Responses of "Rates are fixed throughout the term of the contract" or something to that effect, is not acceptable. You must provide the required information.

ATTACHMENT G-3 - GROUP C PRICE LIST

NOTE: WITH THE EXCEPTION OF INSERTING ADDITIONAL COLUMNS AND ROWS TO ACCOUNT FOR PRODUCT OFFERINGS, THE FORMAT OF THIS WORKBOOK MUST NOT BE ALTERED.

INSTRUCTIONS FOR EACH TAB

MSRP List Price

1. List your Vendor Name in cell B1 (this name will automatically populate to all other tabs).
2. List every Newly Manufactured Device you offer in each Segment. Insert additional columns as necessary.
3. Insert the MSRP in the Base Unit column. This MSRP MUST match what is listed on Buyer's Lab. If the MSRP is not listed on Buyer's Lab, **then** insert the List Price. This List Price must be verifiable on the Manufacturer's website.
4. If you do not offer any models in a Segment, then write "N/A" under that Segment in both the Make and Model cells.
5. If you list a Device under a B&W Segment, do NOT list it again under the Color/B&W Segment. A B&W Segment is strictly for B&W Devices only, with no Color option.
6. If a pre-listed Accessory comes standard with the Base Unit, please write "standard" in the appropriate cell.
7. If a pre-listed Accessory does not come with the Device, write "N/A" in the appropriate cell. Do NOT delete the pre-listed Accessory.
8. List a maximum of top 20 Accessories (which must include the pre-listed options if applicable). For example: If you indicate that 5 of the pre-listed Accessories are "N/A", then you must list 5 other Accessories. The Accessories you choose (not including the pre-listed ones), must be the most common Accessories sold with the Device.
9. List a maximum of top 5 Connectivity/Security options (which must include the pre-listed options if applicable). If the pre-listed options come standard, then write "standard" in the appropriate cell. If a pre-listed option is not included, then write "N/A" in the appropriate cell. Do NOT delete pre-listed Connectivity/Security options.
10. List a maximum of top 5 Accessibility options.

As noted in the RFP, this Workbook is for Evaluation purposes only. Do NOT submit attachments with your additional Accessory, Connectivity, Security, Accessibility options etc.

Note: MSRP/List Price and Device offerings will be compared against Buyer's Lab or ~~and~~ Manufacturer's website. If you fail to list all Newly Manufactured Devices, then you will not be permitted to add them to the resulting Master Agreement at any time throughout the term of the Contract. If MSRP is listed with Buyer's Lab, then do NOT use your List Price. Failure to use Buyer's Lab pricing could result in the Device not being allowed under a resulting Master Agreement.

Note: Per Attachment G, Cost Proposal Information and Instructions, pricing must include all shipping, delivery, and installation costs associated with the Products. Therefore, the discount percentage should be calculated based on the incorporation of these charges. Do NOT alter the MSRP or List Price.

Discount from MSRP

1. Provide the % discount of of MSRP or List Price for each Product in each Segment. **Do NOT provide a separate discount for each Base Unit within the same Segment.**
2. **If you do not currently offer any Devices in a particular Segment, but you want to have the ability to offer Devices in that Segment later on, then you MUST still propose a discount for each Product in that Segment.**
3. Do not change the name of the Product or add rows for additional Product. You must conform your Product line to fit within the classifications listed.
4. If you do not offer Third-Party Accessories, OEM Software, Third-Party Software, or Compatible Supplies, write "N/A" in each of the appropriate cells.

Service - Supplies Pricing

1. The Devices that you list on this tab MUST be the same Devices that you list on the 'MSRP List Price' tab (as again, this constitutes your full Product line for Group C). Insert additional columns if necessary.
2. You must provide a Zero Base Charge option. Fill out rows 12 - 20 for each model you have listed. Write "N/A" for anything that you do not offer. In addition, if you will be billing 11 x 17" impressions as 2 clicks, you must indicate the cost per click rate ONLY (i.e. does not include supplies, parts or labor). You may also choose to offer one rate for ALL paper sizes.
3. You must provide a Flat Rate Fee option. Per the Scope of Work, this option must be available for all customers who purchase Equipment up-front.
4. You are not required to provide a Monthly Base Charge option, but if you offer this, you may include up to 3 different pricing structures. Fill out all cells and write "N/A" for anything you don't offer.
5. Indicate additional Service Coverage on a price per hour basis for each Service Zone. Refer to the RFP for Service Zone distances.
6. Indicate the cost for Service Calls that are not covered under the Maintenance Agreement.
7. If you charge an additional fee for maintenance or installation of an accessory, list the accessory as well as the fee per hour. If you don't charge per hour, indicate how you DO charge at the bottom of the worksheet.
8. List any additional End-User training you provide above and beyond the required one hour.
9. List your pricing for Equipment Moves in Zone 2 and Zone 3.
10. List your pricing for hard drive removal.
11. List any additional Services you offer and indicate how they are priced (i.e. per hour, per month etc.)

Lease and Rental Rates

1. Per the requirements in the RFP, you must provide rates for: 36, 48, and 60 month FMV and \$1 Buyout Leases. 12, 18, 24, 72, 84, 96, 108 and 120 month terms are optional.
2. Straight Lease, Short-Term Rental, and Cancellable Rental Rates are optional. Write "N/A" for any options you will not provide. If you don't submit rates with your proposal, you will not be able to provide these options later on.
3. You must list the Daily Treasury Yield Curve Rate (or similar index) that you used, and the date that rate was published (must be the most recent calendar quarter end date). In addition, you must indicate your fixed margin for each lease and rental type you are proposing, and in Question #1, explain how you determined your fixed margin for each lease and rental type, and in Question #2, describe your methodology (i.e. calculation) for determining your 48 month

base rate.

4. If you do NOT plan on billing property tax separately, then indicate what percent you will increase your lease and rental rates by so that property tax is included in the monthly lease or rental payment amount.

Note: Responses of "Rates are fixed throughout the term of the contract" or something to that effect, is not acceptable. You must provide the required information.

ATTACHMENT G-4 - GROUP D PRICE LIST

NOTE: WITH THE EXCEPTION OF INSERTING ADDITIONAL COLUMNS AND ROWS TO ACCOUNT FOR PRODUCT OFFERINGS, THE FORMAT OF THIS WORKBOOK MUST NOT BE ALTERED.

INSTRUCTIONS FOR EACH TAB

MSRP List Price

1. List your Vendor Name in cell B1 (this name will automatically populate to all other tabs).
2. List every Newly Manufactured Device you offer in each Segment. Insert additional columns as necessary.
3. Insert the MSRP in the Base Unit column. This MSRP MUST match what is listed on Buyer's Lab. If the MSRP is not listed on Buyer's Lab, **then** insert the List Price. This List Price must be verifiable on the Manufacturer's website.
4. Insert the shipping charges (ONLY IF) the equipment is drop-shipped. If it is installed by a technician or you don't want to break-out the drop-ship charges, then write "Included" in this cell. (SEE NOTE BELOW)
5. If you do not offer any models in a Segment, then write "N/A" under that Segment in both the Make and Model cells.
6. If you list a Device under a B&W Segment, do NOT list it again under the Color/B&W Segment. A B&W Segment is strictly for B&W Devices only, with no Color option.
7. If a pre-listed Accessory comes standard with the Base Unit, please write "standard" in the appropriate cell.
8. If a pre-listed Accessory does not come with the Device, write "N/A" in the appropriate cell. Do NOT delete the pre-listed Accessory.
9. List a maximum of top 20 Accessories (which must include the pre-listed options if applicable). For example: If you indicate that 5 of the pre-listed Accessories are "N/A", then you must list 5 other Accessories. The Accessories you choose (not including the pre-listed ones), must be the most common Accessories sold with the Device.
10. List a maximum of top 5 Connectivity/Security options (which must include the pre-listed options if applicable). If the pre-listed options come standard, then write "standard" in the appropriate cell. If a pre-listed option is not included, then write "N/A" in the appropriate cell. Do NOT delete pre-listed Connectivity/Security options. Do NOT include Software options
11. List a maximum of top 5 Accessibility options.

As noted in the RFP, this Workbook is for Evaluation purposes only. Do NOT submit attachments with your additional Accessory, Connectivity, Security, Accessibility options etc.

Note: MSRP/List Price and Device offerings will be compared against Buyer's Lab or ~~and~~ Manufacturer's website or List Price Sheet. If you fail to list all Newly Manufactured Devices, then you will not be permitted to add them to the resulting Master Agreement at any time throughout the term of the Contract. If MSRP is listed with Buyer's Lab, then do NOT use your List Price. Failure to use Buyer's Lab pricing could result in the Device not being allowed under a resulting Master Agreement.

Note: Per Attachment G, Cost Proposal Information and Instructions, pricing must include all shipping, delivery, and installation costs associated with the Products. Therefore, the discount percentage should be calculated based on the incorporation of these charges. Do NOT alter the MSRP or List Price.

Discount from MSRP

1. Provide the % discount off of MSRP or List Price for each Product in each Segment. **Do NOT provide a separate discount for each Base Unit within the same Segment.**
2. **If you do not currently offer any Devices in a particular Segment, but you want to have the ability to offer Devices in that Segment later on, then you MUST still propose a discount for each Product in that Segment.**
3. Do not change the name of the Product or add rows for additional Products. You must conform your Product line to fit within the classifications listed.
4. If you do not offer Third-Party Accessories, OEM Software, Third-Party Software, or Compatible Supplies, write "N/A" in each of the appropriate cells.

Service - Supplies Pricing

1. The Devices that you list on this tab MUST be the same Devices that you list on the 'MSRP List Price' tab (as again, this constitutes your full Product line for Group D). Insert additional columns if necessary.
2. You must provide a Zero Base Charge option. Fill out rows 12 - 17 for each model you have listed. Write "N/A" for anything that you do not offer.
3. You must provide a Flat Rate Fee option. Per the Scope of Work, this option must be available for all customers who purchase Equipment up-front.
4. You are not required to provide a Monthly Base Charge option, but if you offer this, you may include up to 3 different pricing structures. Fill out all cells and write "N/A" for anything you don't offer.
5. Indicate additional Service Coverage on a price per hour basis for each Service Zone. Refer to the RFP for Service Zone distances.
6. Indicate the cost for Service Calls that are not covered under the Maintenance Agreement.
7. If you charge an additional fee for maintenance or installation of an accessory, list the accessory as well as the fee per hour. If you don't charge per hour, indicate how you DO charge at the bottom of the worksheet.
8. List any additional End-User training you provide above and beyond the required one hour.
9. List your pricing for Equipment Moves in Zone 2 and Zone 3.
10. List your pricing for hard drive removal.
11. List any additional Services you offer and indicate how they are priced (i.e. per hour, per month etc.)

Lease and Rental Rates

1. You are not required to provide lease or rental rates for Group D Equipment.
2. Write "N/A" for any options you will not provide. If you don't submit rates with your proposal, you will not be able to provide these options later on.
3. If you do submit lease and/or rental rates, refer to the instructions in #4 below.
4. You must list the Daily Treasury Yield Curve Rate (or similar index) that you used, and the date that rate was published (must be the most recent calendar quarter end date). In addition, you must indicate your fixed margin for each lease and rental type you are proposing, and in Question #1, explain how you determined your fixed margin for each lease and rental type, and in Question #2, describe your methodology (i.e. calculation) for determining your 48 month base rate (if you are offering a 48 month rate).
5. If you do NOT plan on billing property tax separately, then indicate what percent you will increase your lease and rental rates by so that property tax is included in the monthly lease or rental payment amount.

Note: Responses of "Rates are fixed throughout the term of the contract" or something to that effect, is not acceptable. You must provide the required information.

ATTACHMENT G-5 - GROUP E PRICE LIST

NOTE: WITH THE EXCEPTION OF INSERTING ADDITIONAL COLUMNS AND ROWS TO ACCOUNT FOR PRODUCT OFFERINGS, THE FORMAT OF THIS WORKBOOK MUST NOT BE ALTERED.

INSTRUCTIONS FOR EACH TAB

MSRP List Price

1. List your Vendor Name in cell B1 (this name will automatically populate to all other tabs).
2. List every Newly Manufactured Device you offer in each Segment. Indicate the width of the Device for that Segment.
 - The Width must be between 24" and 44" OR 46" and higher.
3. Insert the MSRP in the Base Unit column. This MSRP MUST match what is listed on Buyer's Lab. If the MSRP is not listed on Buyer's Lab, **then** insert the List Price. This List Price must be verifiable on the Manufacturer's website.
4. If you do not offer any models in a Segment, then write "N/A" under that Segment in both the Make and Model cells.
5. If you list a model under a B&W Segment, do NOT list it again under the Color/B&W Segment. A B&W Segment is strictly for B&W Devices only, with no Color option. In addition, do not list a model under the Office Segment (24" - 44") and then list the same model again under the Production Segment (46"+).
6. If a pre-listed Accessory comes standard with the Base Unit, please write "standard" in the appropriate cell.
7. If a pre-listed Accessory does not come with the Device, write "N/A" in the appropriate cell. Do NOT delete the pre-listed Accessory.
8. List a maximum of top 20 Accessories (which must include the pre-listed options if applicable). For example: If you indicate that 5 of the pre-listed Accessories are "N/A", then you must list 5 other Accessories. The Accessories you choose (not including the pre-listed ones), must be the most common Accessories sold with the Device.
9. List a maximum of top 5 Connectivity/Security options (which must include the pre-listed options if applicable). If the pre-listed options come standard, then write "standard" in the appropriate cell. If a pre-listed option is not included, then write "N/A" in the appropriate cell. Do NOT delete pre-listed Connectivity/Security options.

As noted in the RFP, this Workbook is for Evaluation purposes only. Do NOT submit attachments with your additional Accessory, Connectivity, Security options etc.

Note: MSRP/List Price and Device offerings will be compared against Buyer's Lab or and Manufacturer's website. If you fail to list all Newly Manufactured Devices, then you will not be permitted to add them to the resulting Master Agreement at any time throughout the term of the Contract. If MSRP is listed with Buyer's Lab, then do NOT use your List Price. Failure to use Buyer's Lab pricing could result in the Device not being allowed under a resulting Master Agreement.

Note: Per Attachment G, Cost Proposal Information and Instructions, pricing must include all shipping, delivery, and installation costs associated with the Products. Therefore, the discount percentage should be calculated based on the incorporation of these charges. Do NOT alter the MSRP or List Price.

Discount from MSRP

1. Provide the % discount off of MSRP or List Price for each Product in each Segment. **Do NOT provide a separate discount for each Base Unit within the same Segment.**
2. **If you do not currently offer any Devices in a particular Segment, but you want to have the ability to offer Devices in that Segment later on, then you MUST still propose a discount for each Product in that Segment.**
3. Do not change the name of the Product or add rows for additional Products. You must conform your Product line to fit within the classifications listed.
4. If you do not offer Third-Party Accessories, OEM Software, Third-Party Software, or Compatible Supplies, write "N/A" in each of the appropriate cells.

Service - Supplies Pricing

1. The Devices that you list on this tab MUST be the same Devices that you list on the 'MSRP List Price' tab (as again, this constitutes your full Product line for Group E). Insert additional columns if necessary.
2. You must provide a Zero Base Charge/Flat Rate Fee option. Fill out rows 12 - 14 for each model you have listed. Write "N/A" for anything that you do not offer. Per the RFP, a Flat Rate Fee option must be available for all customers who purchase Equipment up-front.
3. You are not required to provide a Monthly Base Charge option, but if you offer this, you may include up to 3 different pricing structures. Fill out all cells and write "N/A" for anything you don't offer.
4. Indicate additional Service Coverage on a price per hour basis for each Service Zone. Refer to the RFP for Service Zone distances.
5. Indicate the cost for Service Calls that are not covered under the Maintenance Agreement.
6. If you charge an additional fee for maintenance or installation of an accessory, list the accessory as well as the fee per hour. If you don't charge per hour, indicate how you DO charge at the bottom of the worksheet.
7. List any additional End-User training you provide above and beyond the required one hour.
8. List your pricing for Equipment Moves in Zone 2 and Zone 3.
9. List your pricing for hard drive removal.
10. List any additional Services you offer and indicate how they are priced (i.e. per hour, per month etc.)

Lease and Rental Rates

1. You are not required to provide lease or rental rates for Group E Equipment.
2. Write "N/A" for any options you will not provide. If you don't submit rates with your proposal, you will not be able to provide these options later on.
3. If you do submit lease and/or rental rates, refer to the instructions in #4 below.
4. You must list the Daily Treasury Yield Curve Rate (or similar index) that you used, and the date that rate was published (must be the most recent calendar quarter end date). In addition, you must indicate your fixed margin for each lease and rental type you are proposing, and in Question #1, explain how you determined your fixed margin for each lease and rental type, and in Question #2, describe your methodology (i.e. calculation) for determining your 48 month base rate (if you are offering a 48 month rate).
5. If you do NOT plan on billing property tax separately, then indicate what percent you will increase your lease and rental rates by so that property tax is included in the monthly lease or rental payment amount.

Note: Responses of "Rates are fixed throughout the term of the contract" or something to that effect, is not acceptable. You must provide the required information.

ATTACHMENT G-6 - GROUP F PRICE LIST

NOTE: WITH THE EXCEPTION OF INSERTING ADDITIONAL COLUMNS AND ROWS TO ACCOUNT FOR PRODUCT OFFERINGS, THE FORMAT OF THIS WORKBOOK MUST NOT BE ALTERED.

INSTRUCTIONS FOR EACH TAB

MSRP List Price

1. List your Vendor Name in cell B1 (this name will automatically populate to all other tabs).
2. List every Newly Manufactured Device you offer in each Segment. Insert additional columns as necessary.
3. Insert the MSRP in the Base Unit column. This MSRP MUST match what is listed on Buyer's Lab. If the MSRP is not listed on Buyer's Lab, **then** insert the List Price. This List Price must be verifiable on the Manufacturer's website.
4. If you do not offer any models in a Segment, then write "N/A" under that Segment in both the Make and Model cells.
5. If you list a Device under a B&W Segment, do NOT list it again under the Color/B&W Segment. A B&W Segment is strictly for B&W Devices only, with no Color option.
6. If a pre-listed Accessory comes standard with the Base Unit, please write "standard" in the appropriate cell.
7. If a pre-listed Accessory does not come with the Device, write "N/A" in the appropriate cell. Do NOT delete the pre-listed Accessory.
8. List a maximum of top 20 Accessories (which must include the pre-listed options if applicable). For example: If you indicate that 5 of the pre-listed Accessories are "N/A", then you must list 5 other Accessories. The Accessories you choose (not including the pre-listed ones), must be the most common Accessories sold with the Device.
9. List a maximum of top 5 Connectivity/Security options (which must include the pre-listed options if applicable). If the pre-listed options come standard, then write "standard" in the appropriate cell. If a pre-listed option is not included, then write "N/A" in the appropriate cell. Do NOT delete pre-listed Connectivity/Security options.
10. List a maximum of top 5 Accessibility options.

As noted in the RFP, this Workbook is for Evaluation purposes only. Do NOT submit attachments with your additional Accessory, Connectivity, Security, Accessibility options etc.

Note: MSRP/List Price and Device offerings will be compared against Buyer's Lab ~~or~~ **and** Manufacturer's website. If you fail to list all Newly Manufactured Devices, then you will not be permitted to add them to the resulting Master Agreement at any time throughout the term of the Contract. If MSRP is listed with Buyer's Lab, then do NOT use your List Price. Failure to use Buyer's Lab pricing could result in the Device not being allowed under a resulting Master Agreement.

Note: Per Attachment G, Cost Proposal Information and Instructions, pricing must include all shipping, delivery, and installation costs associated with the Products. Therefore, the discount percentage should be calculated based on the incorporation of these charges. Do NOT alter the MSRP or List Price.

Discount from MSRP

1. Provide the % discount off of MSRP or List Price for each Product in each Segment. **Do NOT provide a separate discount for each Base Unit within the same Segment.**
2. **If you do not currently offer any Devices in a particular Segment, but you want to have the ability to offer Devices in that Segment later on, then you MUST still propose a discount for each Product in that Segment.**
3. Do not change the name of the Product or add rows for additional Products. You must conform your Product line to fit within the classifications listed.
4. If you do not offer Third-Party Accessories, OEM Software, Third-Party Software, or Compatible Supplies, write "N/A" in each of the appropriate cells.

Service - Supplies Pricing

1. The Devices that you list on this tab MUST be the same Devices that you list on the 'MSRP List Price' tab (as again, this constitutes your full Product line for Group F). Insert additional columns if necessary.
2. There are 7 Options for Maintenance Agreements. Please list all of the options you provide and insert additional Options as necessary.
3. You must insert a description of the maintenance plan, as well as the number of years the plan is for, the number of service calls allowed during the plan, the number of preventative maintenance checks allowed for that plan, and what the percent increase in the cost of the plan is for Rural and Remove Service Zones. You must also indicate either "yes" or "no" if the plan includes consumables. Indicate the price of the plan for each Device you have listed. If the plan includes options that are not listed, then insert them where indicated. Write "N/A" for any option you do not offer.
4. Indicate additional Service Coverage on a price per hour basis for each Service Zone. Refer to the RFP for Service Zone distances.
5. Indicate the cost for Service Calls that are not covered under the Maintenance Agreement.
6. If you charge an additional fee for maintenance or installation of an accessory, list the accessory as well as the fee per hour. If you don't charge per hour, indicate how you DO charge at the bottom of the worksheet.
7. List any additional End-User training you provide above and beyond the required one hour.
8. List your pricing for Equipment Moves in Zone 2 and Zone 3.
9. List your pricing for hard drive removal.
10. List any additional Services you offer and indicate how they are priced (i.e. per hour, per month etc.)

Lease and Rental Rates

1. You are not required to provide lease or rental rates for Group F Equipment.
2. Write "N/A" for any options you will not provide. If you don't submit rates with your proposal, you will not be able to provide these options later on.
3. If you do submit lease and/or rental rates, refer to the instructions in #4 below.
4. You must list the Daily Treasury Yield Curve Rate (or similar index) that you used, and the date that rate was published (must be the most recent calendar quarter end date). In addition, you must indicate your fixed margin for each lease and rental type you are proposing, and in Question #1, explain how you determined your fixed margin for each lease and rental type, and in Question #2, describe your methodology (i.e. calculation) for determining your 48 month

base rate (if you are offering a 48 month rate).

5. If you do NOT plan on billing property tax separately, then indicate what percent you will increase your lease and rental rates by so that property tax is included in the monthly lease or rental payment amount.

Note: Responses of "Rates are fixed throughout the term of the contract" or something to that effect, is not acceptable. You must provide the required information.

ATTACHMENT G-7 - MPS PRICE LIST

INSTRUCTIONS

Required MPS Pricing

NOTE: WITH THE EXCEPTION OF INSERTING ROWS TO ACCOUNT FOR ADDITIONAL SERVICES, THE FORMAT OF THIS WORKSHEET MUST NOT BE ALTERED.

1. List your Vendor Name in cell B1.
2. Under 'Required MPS Components' provide a price per unit or hour (as indicated) for each of the four (4) MPS components. This price must encompass each of the services that make up that component.
3. If Implementation, Remote Device Monitoring, End-User Support, and Account Management include any other services than what is listed, insert a description where indicated.
4. Under 'Cost Per Click w/ OEM Supplies' list the rates for each of the 4 Device Types based on the PPM segments. If you do not offer Compatible Supplies, then you do NOT need to list rates under 'Cost Per Click w/Compatible Supplies.'
5. Under 'Additional Device Maintenance' indicate the percent increase in your Cost Per Click rate **OR** what your Hourly Service Rate would be if Wide/Large Format Equipment and Scanners were included in the customer's MPS fleet.

Note: If you do not service either of these Devices, insert "N/A" into each of the 4 cells.



ATTACHMENT H

SAMPLE MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

- 1.1 **A3 MFD** - A Multi-function Device which is designed to handle letter, legal, ledger and some smaller paper sizes, such as postcards and envelopes.
- 1.2 **A4 MFD** – A Multi-function Device which is designed to handle letter, legal and some smaller paper sizes, such as postcards and envelopes. Ledger size paper is NOT an option on this Device.
- 1.3 **Acceptance** - 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 Device, unless the Purchasing Entity provides a written notice of rejection to Contractor, as set forth in Section IX of this Master Agreement.
- 1.4 **Accessory** – A compatible item that is added to the Base Unit to enhance its capabilities and functions.
- 1.5 **Authorized Dealer** – The Manufacturer’s authorized sales and Service center (also known as a Dealer, Distributor, or Partner) that must be certified by the Manufacturer to sell the Manufacturer’s Products, and perform machine installation and maintenance on Devices offered by the Manufacturer. A Purchasing Entity must be able to, at a minimum, visit the sales and service center to view and test Device.
- 1.6 **Base Unit** - The copier, printer, Scanner, Large/Wide Format and Production Devices that include all standard Accessories and parts and excludes optional Accessories and/or software.
- 1.7 **Blended Rate** - A rate that is derived by taking the b&w and color cost per click rates on one or more Devices and calculating one rate that a customer will be billed for all copies, regardless of Device type and b&w or color output. Allows for simplicity when billing copies run.
- 1.8 **Bronze Standard** - Devices which meet less than 50% of the 28 optional EPEAT criteria.
- 1.9 **Business Day** – Any day other than Saturday, Sunday, or a legal holiday.
- 1.10 **Buyout to Keep** - The early termination option on an FMV or Capital Lease that involves the acquisition of the Device by the Purchasing Entity, and consists of any current and past due amount, plus the remaining stream of Device Payments.
- 1.11 **Buyout to Return** - The early termination option on an FMV, Capital or Straight Lease that involves the return of the Device by the Purchasing Entity to Contractor, in good working condition (ordinary wear and tear excepted), and consists of any current and past due amounts, plus the remaining stream of Device Payments.

- 1.12 Cancellable Rental** - An agreement that is cancellable upon the Purchasing Entity providing the Contractor with a thirty (30) day written notice, and is subject to a maximum penalty of up to three (3) months of Total Monthly Payments. Device ownership is not an option.
- 1.13 Capital Lease** - For the purposes of this Master Agreement, a Capital Lease shall also be referred to as a \$1 Buyout Lease and title of the Device will automatically pass from the Contractor to the Purchasing Entity at the end of the Initial Lease Term, and the Purchasing Entity will not be subject to additional payments in order to assume ownership. However, it will be at the discretion of the Participating State or Entity as to whether other criteria will also be considered, such as a bargain purchase option, a lease term longer than 75% of the estimated economic life of the Device, or the present value of the lease payments is greater than 90% of the fair market value of the Device at the beginning of the Initial Lease Term, or any other legal requirements relating to a Capital Lease.
- 1.14 Contractor** - A party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.15 Cotermious** - Two or more leases or rentals that end at the same time. The original lease or rental payment is modified to reflect the addition of a new piece of Device or Accessory. The original term of the lease or rental is not modified as a result of a Cotermious addition.
- 1.16 Device** - The Base Unit, either with or without optional Accessories and/or software. May also be referred to as "Equipment."
- 1.17 Device Downtime** - The period of time that a Device is waiting for Service to be completed.
- 1.18 Device Payment** - The Device portion of the payment, less any Service, Supplies, and maintenance.
- 1.19 Device Trade-In** - An agreed upon transaction between the Purchasing Entity and Contractor, in which Contractor takes ownership of Purchasing Entity's owned Device, often for a discounted amount.
- 1.20 Device Upgrade or Downgrade** - A replacement of the Purchasing Entity's existing lease or rental Device, with a different piece of Device, of either greater or lesser value. A new lease or rental is then originated for the new piece of Device, with the remaining lease or rental payments on the old Device wrapped into it. The old lease or rental is closed out, and the Device is returned to Contractor.
- 1.21 Electronic Product Environmental Assessment Tool (EPEAT)** - A tool which evaluates and selects Device according to a list of preferred environmental attributes. EPEAT registered means Devices meet the 1680.2 IEEE Standard for Environmental Assessment of Imaging Device, as amended.
- 1.22 Energy Star** - The U.S. Environmental Protection Agency's standard for energy efficiency.
- 1.23 Fair Market Value (FMV) Lease** - A lease in which the Purchasing Entity can either 1) Take title to the Device at the end of the Initial Lease Term by paying the residual value to Contractor, 2) Enter into a Renewal Term for the Device, or 3) Return the Device to Contractor at the end of the Initial Lease Term.
- 1.24 Group** - The classification for the different types of Devices solicited in this RFP. Groups are determined by the Devices primary functions and/or capabilities.
- 1.25 Initial Lease or Rental Term** - The length of time (i.e. 12, 18, 24, 36, 48, or 60 months)

that a Purchasing Entity enters into a lease or rental agreement.

- 1.26 Intellectual Property** - 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.
- 1.27 Large/Wide Format Equipment** - A Device that prints on a large paper via a variety of output options.
- 1.28 Lead State** - The State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.29 Legacy Device** – A Device that was purchased, leased, or rented either under a prior NASPO ValuePoint or WSCA Master Agreement, another program, or via any other means.
- 1.30 Maintenance Agreement** - An agreement in which the Contractor provides monthly Service, parts, Supplies, and Preventative Maintenance on purchased, leased or rented Devices.
- 1.31 Managed Print Services (MPS)** - The management, service, and support of the Purchasing Entity’s entire enterprise and output infrastructure of printed materials, with the objective of creating a solution that improves the print process and reduces the expense of printed material.
- 1.32 Manufacturer** - A company that, as its primary business function, designs, assembles, and owns the trademark/patent and markets a Device. Also referred to as Offeror and Contractor.
- 1.33 Manufacturer’s Suggested Retail Price (MSRP)** - The list price or recommended retail price of a Product in which the Manufacturer recommends that the retailer sell the Product.
- 1.34 Master Agreement** - The underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.35 Multi-function Device (MFD)** - A Device which incorporates the functionality of multiple Devices into one, such as print, fax, copy and scan. Each feature can work independently of the other.
- 1.36 NASPO ValuePoint** - A division of the National Association of State Procurement Officials (“NASPO”), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO 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. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.
- 1.37 Newly Manufactured** - Devices that have not been Refurbished, Remanufactured, rented, leased, sold, or used in a demonstration, and are currently being marketed by the Manufacturer.
- 1.38 Normal Business Hours** – Defined as the hours between 8AM and 5PM, Monday through Friday, holidays excluded.

- 1.39 Not Specifically Priced (NSP)** - NSP items enhance or compliment the Device but are not listed in the Master Agreement Price List(s). NSP's may include Coin-Op equipment, empowering software etc.
- 1.40 OEM** – The Original Equipment Manufacturer.
- 1.41 Order** - Any type of encumbrance document or commitment voucher, including, but not limited to, a purchase order, contract, MPS statement of work, Maintenance Agreement, lease agreement, rental agreement etc. used by a Purchasing Entity to order the Products and Services.
- 1.42 Participating Addendum** – A bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.43 Participating Entity** - A state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.44 Participating State** - A state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.45 Preventative Maintenance** - The servicing of a Device for the purpose of maintaining a satisfactory operating condition by providing systematic inspection, detection, and correction of failures either before they occur or before they develop into major defects.
- 1.46 Private Label** - Devices that are manufactured by one company and sold under a retailer's brand name.
- 1.47 Production Device** - A high-speed, high-quality printing Device that typically has advanced finishing functionality.
- 1.48 Product** – Devices, Accessories, parts, software, and/or Supplies provided by Contractor pursuant to the Master Agreement.
- 1.49 Purchasing Entity** - A state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.
- 1.50 Refurbished** - A Device which has received extensive maintenance and/or minor repair, including the replacement of all standard parts subject to wear during the normal course of use. For the purpose of this RFP and resulting Master Agreement(s), Refurbished Device shall not have more than 750,000 original copies on it. In addition, Refurbished Device must only contain OEM parts. Refurbished Device must be certified by the Manufacturer.
- 1.51 Remanufactured** - The process of disassembling Devices known to be worn or defective that can be reused or brought up to OEM specification by cleaning, repairing or replacing it in a manufacturing environment and then reassembling and testing it, so that it will operate like a new Device. Remanufactured Device must be certified by the Manufacturer.
- 1.52 Renewal Term** - A lease term that supersedes the Initial Lease Term, and which a Purchasing Entity may enter into upon thirty (30) days prior written notice to Contractor. Each Renewal Term shall not exceed 12 months, the residual value of the Device, or the Useful Life of the Device. Capital Leases are excluded from going into renewal.

- 1.53 **Response Time** - The time from when the original Service Call is placed with the Contractor or Authorized Dealer, to when the Service technician arrives at the Purchasing Entity's location.
- 1.54 **Scanner** - A Device that scans documents and converts it into digital data.
- 1.55 **Segment** - The various speeds that Devices are categorized by.
- 1.56 **Services** – The labor required to be performed by Contractor pursuant to the Master Agreement or an Order. Services may include, but are not limited to, maintenance, MPS and software installation.
- 1.57 **Service Base Location** - The place of business where the Contractor or Authorized Dealer stores parts and provides training for service technicians.
- 1.58 **Service Call** - An on-site Service technician visit due to Device error or malfunction.
- 1.59 **Short-Term Rental** - A type of agreement in which ownership is not an option and the maximum rental term does not exceed 18 months.
- 1.60 **Single-function Printer** - An inkjet or laser Device that only prints and is not capable of other functions such as copying, faxing or scanning.
- 1.61 **Straight Lease** - A type of agreement in which ownership is not an option and the Total Monthly Payment amount remains firm throughout the Initial Term.
- 1.62 **Supplemental Documents** – With the exception of software, end-user and click-wrap agreements, Contractor's Supplemental Documents are the only authorized documents under this Master Agreement are attached hereto as Attachment(s) _____.
- 1.63 **Supplies** - Consumable items that gets used up or are discarded once used, such as ink cartridges.
- 1.64 **Third Party** – A person or entity that may be directly involved, but is not a principal to an arrangement, contract, deal, lawsuit, or transaction.
- 1.65 **Total Monthly Payment** - The Device portion of the payment, as well as any Service, Supplies or maintenance, and less any applicable taxes.
- 1.66 **Useful Life** - Period during which a Device is expected to be usable for the purpose in which it was manufactured.

II. Parties and Term of the Master Agreement

- 2.1 **Parties.** This Master Agreement is entered into by and between the State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office (hereinafter called the "Lead State"), and _____ (hereinafter called "Contractor"), for the _____ procurement of _____ as approved per this Master Agreement, for the benefit of Participating States, Entity's, and Purchasing Entities. The Contractor and the Lead State agree to the terms and conditions contained herein.
- 2.2 **Initial Term.** The initial term of this Master Agreement is for two (2) years, with an effective date of August 1, 2024. The term of this Master Agreement may be amended beyond the initial term for up to three (3) consecutive one (1) year additional terms, upon the mutual agreement of the Lead State and Contractor, by written Amendment. The total duration of the Master Agreement, including any extensions, shall not exceed five (5) years.

2.3 Amendment Limitations. The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

III. Order of Precedence

3.1 Order. This Master Agreement will consist of the following documents:

3.1.1 A Participating Entity's Participating Addendum ("PA");

3.1.2 NASPO ValuePoint Master Agreement, including all attachments hereto;

3.1.3 An Order issued against the Master Agreement;

3.1.4 The Solicitation, RFP-NP-23-001, Multi-Function Devices and Related Software, Services and Cloud Solutions; and

3.1.5 Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

3.2 Conflict. These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

3.3 Participating Addenda. Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement, nor will it include Products and Services not awarded under the Master Agreement.

IV. Participants and Scope

4.1 Requirement for a Participating Addendum. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

4.2 Applicability of Master Agreement. NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.

4.3 Authorized Use. Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective

State Chief Procurement Official.

- 4.4 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 4.5 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.
- 4.6 Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 4.7 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- 4.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.
- 4.9 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.
- 4.10 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

5.1 Applicability. NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

5.2.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

5.2.1.1 Contractor will report on all Usage Based Equipment sales, and on Usage Based or Life Cycle Service and Supply sales. This method will no longer require the Contractor to capture the actual Service and Supply revenues that are billed to the customer each month.

5.2.1.2 Industry research has shown close to a 1:1 ratio between sales price on a piece of Equipment and the actual amount of Service and Supply costs required to operate that Equipment over its Useful Life. Therefore, to simplify the reporting process and remove the burden to capture the actual Service and Supply costs, the Contractor may report as follows:

5.2.1.2.1 Purchased Equipment: Contractor shall report the actual amount invoiced (less any taxes) for all Equipment sold under the reporting period (calendar quarter). In addition, the Contractor shall report an additional amount equal to the invoice amount and identified as "Life Cycle Service and Supplies," or an actual amount and identified as "Usage Based Service and Supplies," providing the customer elects to enter into a Maintenance Agreement. Thus, in the Contractor's Detailed Sales Report, for each item sold, there will be two-line items: one for the piece of Equipment, and one for the Life Cycle or Usage Based Service and Supplies. The amount reflected for the Life Cycle Service and Supplies must be equal to the amount of the Equipment.

5.2.1.2.2 Lease and Rental Equipment: Contractor may report sales according to the Purchased Equipment methodology described above, or they may report the actual amount invoiced (less any taxes) for the lease or rental during the reporting period (calendar quarter). In addition, the Contractor shall report an additional amount equal to the invoice amount and identified as "Life Cycle Service and Supplies," or an actual amount and identified as "Usage Based Service and Supplies." Thus, in the Contractor's Detailed Sales Report, for each item leased or rented, there will be two-line items: one for the invoice amount to the customer for the Equipment, and one for the Life Cycle or Usage Based Service and Supplies.

The amount reflected for the Life Cycle Service and Supplies must be equal to the amount of the invoiced Equipment.

5.2.2 State Imposed Fees. Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 Sales Data Reporting. In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum (“Sales Data”). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

5.3.2 Summary Sales Data. “Summary Sales Data” is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

5.3.3 Detailed Sales Data. “Detailed Sales Data” is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

5.3.4 Sales Data Crosswalks. Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data (“Crosswalks”). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor’s part number or SKU for each Product in Offeror’s catalog and identify

for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

5.3.5 Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

5.5 Cancellation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master

Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

- 5.6 Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.
- 5.7 Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

- 6.1 Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed ("ceiling") price to any Purchasing Entity.
- 6.1.1** All prices and rates must be guaranteed **through July 31, 2025. ~~for the initial term of the Master Agreement.~~**
- 6.1.2** No retroactive adjustments to prices or rates will be allowed.
- 6.2 Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.
- 6.3 Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. **Exhibit A, Statement of Work**, contains Leasing and Rental provisions; however, it shall be at the discretion of each Participating State or Entity to accept these terms, reject these terms, or further negotiate the terms with the Contractor.

VII. Ordering

- 7.1 Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 7.2 Quotes.** Purchasing Entities may define entity-specific or project-specific requirements

and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.

7.3 Applicable Rules. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

7.4 Required Documentation. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

7.5 Term of Purchase. Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.

7.5.1 Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.

7.5.2 Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

7.5.3 Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

7.5.4 Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement’s terms.

7.5.5 Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

7.6 Order Form Requirements. **At the discretion of the Participating State or Entity, all Orders pursuant to this Master Agreement, may contain the following: at a minimum, must include:**

7.6.1 Name of Purchasing Entity;

7.6.2 The name, phone number, and address of Purchasing Entity representative;

7.6.3 Order date;

7.6.4 Description of the Product and/or Service ordered;

7.6.5 Model number;

~~7.6.6~~ ~~Serial number;~~

7.6.7 Price;

7.6.8 The Master Agreement number; and

7.6.9 Any additional information required by the Participating State or Entity.

- 7.7 Contractor shall have the ability to accept procurement credit cards, and will not assess any additional charges or fees for processing payments via this method.
- 7.8 At the discretion of the Participating State or Entity, Contractor shall have the ability to provide a centralized billing option.
- 7.9 Authorized Dealers shall have the ability to invoice a Purchasing Entity directly, unless otherwise specified by a Participating State or Entity.
- 7.10 Contractor and/or Authorized Dealers shall not issue an invoice until the Purchasing Entity has confirmed Acceptance, per **Section IX**.
- 7.11 Contractor and/or Authorized Dealers may charge the Purchasing Entity a re-stocking fee for any Products that are not accepted. The amount of the fee shall be the lesser of 10% of the purchase price, or \$200.00, unless otherwise specified in a Participating Addendum.
- 7.12 Contractor and/or Authorized Dealers may estimate meter reads if a Purchasing Entity fails to submit the required information within the specified time-frame.
- 7.13 All software Orders shall reference the Manufacturer's most recent release or version of the Product, unless the Purchasing Entity specifically requests a different version.
- 7.14 Contractor and/or Authorized Dealers may bill property tax separately or as otherwise indicated in a Participating Addendum or an Order.
- 7.15 Contractor and/or Authorized Dealers shall have a process in place for resolving disputed invoices, including escalation procedures. In addition, Contractor and/or Authorized Dealers shall have a process in place for issuing refunds or credits due to invoicing errors, as well as over-payments and Product returns.
- 7.16 **Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- 7.17 **Substitutions.** If an ordered Product is out-of-stock, Contractor shall notify the Purchasing Entity and request approval before substituting for the out-of-stock item. Contractor's request to substitute shall explain how the substituted Product compares with the out-of-stock item. Any substitute Product offered must be on the Contractor's Master Agreement Price List.
- 7.18 **Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

- 8.1 Shipping Terms.** With the exception of Group C and Sub-Groups C1 and C2 Devices, all Products must be shipped F.O.B. destination, freight pre-paid by the Contractor, to the Purchasing Entity's specified location, unless otherwise indicated in a Participating Addendum. Group C and Sub-Groups C1 and C2 shipping charges shall be quoted to the Purchasing Entity prior to Order confirmation.
- 8.1.1** Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- 8.2 Available Products.** Devices that are in-stock or otherwise not subject to supply-chain shortages or issues, shall be delivered within thirty (30) calendar days after receipt of Order, unless otherwise specified by the Purchasing Entity.
- 8.3 Required Updates.** Contractor shall provide a minimum of bi-monthly updates to the Purchasing Entity regarding the status of all Devices that are, or will be expected to go, on backorder.
- 8.4 Delivery Days and Receiving Hours.** All deliveries shall be made during Normal Business Hours, which may vary for each Purchasing Entity of each Participating State. The Purchasing Entity shall not be responsible should the Contractor fail to observe specific delivery days and receiving hours. The delivery days and delivery hours shall be established by each individual Purchasing Entity upon Order placement.
- 8.5 Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 8.6 Inside Deliveries.** All deliveries, with the exception of drop-shipped or desktop Devices, shall be made to the interior location specified by the Purchasing Entity. Specific delivery instructions will be noted on the Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.
- 8.7 Packaging.** Products shall be packaged and labeled so as to satisfy all legal and commercial requirements applicable for use by any Purchasing Entity, and shall include, without limitation and if applicable, OSHA material safety data sheets, and shall conform to all statements made on the label. Packages that cannot be clearly identified may be refused and/or returned at no cost to the Purchasing Entity.

IX. Inspection and Acceptance

- 9.1 Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- 9.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3** Purchasing Entity shall confirm delivery, installation and Acceptance of all Devices covered by each purchase, lease, or rental Order, by signing a Delivery and Acceptance

Certificate (D&A), as referenced in _____, **Sample D&A Certificate**, which shows Acceptance of the Device(s) and allows Contractor to invoice for the Products(s).

- 9.4** Purchasing Entity agrees to sign and return the D&A to Contractor (which, at mutual agreement, may be done electronically) within five (5) Business Days after any Device is installed, or as otherwise stated in a Participating Addendum.
- 9.5** Failure to sign the D&A or reject the Device(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity; however, it does not relieve the Contractor of liability for material (nonconformity that substantially impairs value) defects subsequently revealed when Products are put to use. Acceptance of such Devices may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor shall be liable for any resulting expense incurred by the Purchasing Entity in relation to the preparation and shipping of Devices(s) rejected and returned, or for which Acceptance is revoked.
- 9.6** **Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.
- 9.6.1** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.
- 9.6.2** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- 9.7** **Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.
- 9.8** **Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.
- 9.8.1** The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.
- 9.8.2** If the Product does not meet the standard of performance or specifications 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 is met.
- 9.8.3** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or

specifications, 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.

9.8.4 Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.

9.8.5 No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

10.1 Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.

10.2 The warranty period shall begin upon Acceptance of the Deliverables, and shall be for a minimum of ninety (90) days for purchase, lease and rental Devices. This warranty shall be extended to all Devices acquired under the Master Agreement, including Remanufactured and/or Refurbished Devices.

10.3 Devices that are sold under the resulting Master Agreement will come with the standard features as published on the Manufacturers website, and will not deviate from the stated specifications.

10.4 Devices shall be in good working order, free from any defects in material and workmanship, and fit for the ordinary purposes they are intended to serve.

10.5 If defects are identified, per mutual agreement of Contractor and the Purchasing Entity, Contractor obligations shall be limited solely to the repair or replacement of Devices proven to be defective upon inspection.

10.6 Replacement of Devices shall be on a like-for-like basis and shall be at no cost to the Purchasing Entity.

10.7 Repair of defective parts and/or Devices shall be at no cost to the Purchasing Entity.

10.8 Upon significant failure of a Device, the warranty period shall commence again for a minimum of ninety (90) days. Significant failure shall be determined by the Participating State.

10.9 Contractor warranty obligations shall not apply if:

10.9.1 The Device is installed, wired, modified, altered, or serviced by anyone other than Contractor and/or their Authorized Dealer;

10.9.2 If a defective or non-authorized Accessory, Supply, software, or part is attached to, or used in the Device; and

10.9.3 The Device is relocated to any place where Contractor Services are not available.

10.10 Contractor agrees to perform its Services in a professional manner, consistent with applicable industry standards.

10.11 It will be at the discretion of each Participating State or Entity to negotiate additional warranty requirements with the Contractor.

10.12 Lemon Clause

- 10.12.1 This clause shall apply to all Devices that are purchased, leased, or rented under the Contractor's Master Agreement.
- 10.12.2 This clause shall not apply if Supplies are used in the Devices that were not manufactured, provided, or authorized by the Contractor.
- 10.12.3 The application period is thirty-six (36) months from the date of Acceptance.
- 10.12.4 This clause shall take precedence over any other warranty or Services clauses associated with the Contractor's Master Agreement, or as specified by a Participating State or Entity in their Participating Addendum.
- 10.12.5 A Purchasing Entity must maintain an uninterrupted Maintenance Agreement on all purchased Devices in order for this clause to apply past the initial ninety (90) day warranty.
- 10.12.6 Any Device that fails (except due to operator error) to function in accordance with the Manufacturer's published performance specifications, four (4) times in any four (4) week period and/or is subject to recurring related problems, shall be replaced with a new Device that meets or exceeds the requirements of the original Device, at no cost to the Purchasing Entity.

10.13 Rights Reserved. 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.

XI. Product Title

- 11.1 **Conveyance of Title.** Contractor shall have exclusive title to the Devices being delivered and the Devices shall be free and clear of all liens, encumbrances, and security interests. Title to the Device shall only pass to the Purchasing Entity upon:
 - 11.1.1 Purchasing Entity up-front purchase of the Device;
 - 11.1.2 Purchasing Entity exercising the purchase option at the end of an FMV Lease;
 - 11.1.3 Upon expiration of a Purchasing Entity's Capital Lease; or
 - 11.1.4 Purchasing Entity has secured Third Party financing and payment is being made directly to the Contractor by the Purchasing Entity.
- 11.2 Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.
- 11.3 **Embedded Software.** Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.
- 11.4 **License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this

Master Agreement, but not created under it (“Pre-existing Intellectual Property”). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

12.1 General Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys’ fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

12.2 Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees (“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 or its use infringes Intellectual Property rights of another person or entity (“Intellectual Property Claim”).

12.2.1 The Contractor’s obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

12.2.1.1 provided by the Contractor or the Contractor’s subsidiaries or affiliates;

12.2.1.2 specified by the Contractor to work with the Product;

12.2.1.3 reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or;

12.2.1.4 reasonably expected to be used in combination with the Product, system or method.

12.2.2 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 the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

12.2.3 The Indemnified Party shall furnish, at the Contractor’s reasonable request and 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 the Intellectual Property Claim 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.

- 12.2.4** Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

- 13.1** Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option; result in termination of its Participating Addendum.
- 13.2** Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:
- 13.2.1 Commercial General Liability** covering premises operations, Independent Contractors, Products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence, \$2 million general aggregate, \$2 million Products and completed operations aggregate and \$50,000 and any one fire. If any aggregate limit is reduced below \$2,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the Participating Entity, a certificate or other document satisfactory to the Participating Entity, showing compliance with this provision.
- 13.2.2 Cyber Liability** covering claims and losses with respect to network, internet (Cloud) or other data disclosure risks (such as data breaches, releases of Confidential Information, unauthorized access/use of information, and identity theft) with minimum limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 13.2.3** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- 13.2.4 Automobile Liability** covering any auto (including owned, hired and non-owned), with a minimum limit of \$1,000,000 each accident combined single limit.
- 13.3** Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that the insurer not revoke them until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.
- 13.4** 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:
- 13.4.1** Names the Participating States identified in the Request for Proposal as additional insured's, and;

- 13.4.2** 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.
- 13.5** Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within seven (7) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within fifteen (15) days after any renewal date. These certificates of insurance must expressly indicate compliance with each insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- 13.6** Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Order.
- 13.7 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- 13.8 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- 13.9 Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- 13.10 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provision

14.1 Records Administration and Audit

- 14.1.1** 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 will 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 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 will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
- 14.1.2** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.
- 14.1.3** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

- 14.2.1 Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.
- 14.2.1.1** Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").
- 14.2.1.2** Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.
- 14.2.1.3** Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the

obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

- 14.2.2 Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.
- 14.2.2.1** Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.
- 14.2.2.2** Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.
- 14.2.2.3** Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.
- 14.2.2.4** Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.
- 14.2.3 Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.
- 14.2.4 Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.
- 14.2.5 NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's

Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.4 Changes in Contractor Representation. The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

14.5 Independent Contractor. Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

14.6 Cancellation. Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

14.7 Force Majeure. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, ~~or~~ acts of war which are beyond that party's reasonable control, **pandemics, or epidemics that would negatively impact supply chain distribution**. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14.8 Defaults and Remedies

- 14.8.1** The occurrence of any of the following events will be an event of default under this Master Agreement:
- 14.8.1.1** Nonperformance of contractual requirements;
 - 14.8.1.2** A material breach of any term or condition of this Master Agreement;
 - 14.8.1.3** Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;
 - 14.8.1.4** Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - 14.8.1.5** Any default specified in another section of this Master Agreement.
- 14.8.2** Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
- 14.8.3** If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:
- 14.8.3.1** Any remedy provided by law;
 - 14.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;
 - 14.8.3.3** Assessment of liquidated damages as provided in this Master Agreement;
 - 14.8.3.4** Suspension of Contractor from being able to respond to future bid solicitations;
 - 14.8.3.5** Suspension of Contractor's performance; and
 - 14.8.3.6** Withholding of payment until the default is remedied.
- 14.8.4** Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and

remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

14.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

14.12.1 The laws of the Lead State shall govern the construction and effect of this Master Agreement. Venue for any administrative or judicial action relating to this Master Agreement shall be in the City and County of Denver, Colorado.

14.12.2 The construction and effect of any Participating Addendum or Order against this Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

14.12.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): The Lead State for claims relating to the procurement, evaluation, award, or Contract performance or administration if the Lead State

is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

14.13 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

14.14 Survivability. Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

Attachment I

PROPOSED MODIFICATIONS TO SAMPLE MASTER AGREEMENT

The Lead State may, but is not obligated to, consider proposed modifications to **Attachment H, Sample Master Agreement**.

Provisions of the Sample Master Agreement that are generally inapplicable to, incompatible with, or unsuitable for the subject of this RFP should be brought to the attention of the Lead State using the process described in this RFP for asking questions and will be addressed only at the sole discretion of the Lead State.

Offeror-specific modifications to the Sample Master Agreement may be proposed as part of Offeror's proposal in this attachment but are **strongly discouraged**. The quantity, breadth, and nature of modifications proposed by Offeror may be considered in the Lead State's evaluation of Offeror's proposal and of its risks, costs, and benefits to the Lead State and potential Participating Entities and Purchasing Entities. Proposing excessive or overly restrictive modifications, or proposing modifications upon which Offeror's proposal is conditioned, may result in Offeror's proposal being deemed non-responsive.

Offeror's Proposed Modifications. (Check one of the below)

- Offeror has no proposed modifications to Attachment H, Sample Master Agreement.
- Offeror proposes the modifications set forth in the table below and **will submit with Offeror's proposal a redlined copy of Attachment H, Sample Master Agreement** incorporating each proposed modification. Offeror understands, acknowledges, and agrees to comply with the following:
 - The following may not be considered by the Lead State:
 - Any proposed modification not submitted in this attachment;
 - Any proposed modification not accompanied by an explanation as required in this attachment;
 - Any proposed modification not reflected in redlined edits to the Sample Master Agreement and submitted with Offeror's proposal; and
 - Any proposed modification merely referencing another document or a URL.
 - Offerors may propose additional terms but must include them in this attachment and must clearly identify where any terms conflict with the Sample Master Agreement.
 - In the table below, Offeror must list the page number and Section of the Master Agreement which contains the proposed redlines. In addition, Offeror must provide an explanation for their proposed changes.

**Request for Proposals for
Multi-Function Devices and Related Software, Services and Cloud Solutions**



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Sample Master Agreement Page Number	Sample Master Agreement Section Number	Reason for proposed changes

[Add additional rows as needed.]



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Attachment J POTENTIAL PARTICIPATION

The states below have requested to be named in this RFP as potential participants in the resulting Master Agreement(s). This list neither guarantees execution of a Participating Addendum by an Interested State nor precludes execution of a Participating Addendum by any state or entity not identified as an Interested State.

Interested States	Reported Estimated Annual Volume	Sample Participating Addendum Terms and Conditions
Colorado	\$14,650,000	Not Included
California	\$8,157,272	Page 2
Connecticut	\$326,825	Page 4
Florida	\$14,400,000	Not Provided
Hawaii	8,848,563	Page 5
Illinois	Not Available	Page 6
Iowa	Not Reported	Not Provided
Maine	\$2,362,406	Not Provided
Massachusetts	\$41,215,713	Page 7
Minnesota	\$125,000	Not Provided
Missouri	\$12,644,386	Not Provided
Nevada	\$12,000,000	Not Provided
New Jersey	\$39,085,304	Page 8
New Mexico	Not Reported	Not Provided
North Dakota	\$4,731,000	Not Provided
South Dakota	\$3,000,000	Not Provided
Vermont	\$25,000,000	Page 8 9
Washington	\$13,111,625	Page 9 10
Wisconsin	\$15,768,700	Not Provided

TOTAL ESTIMATED ANNUAL VOLUME FROM INTERESTED STATES: ~~\$139,206,140~~ \$178,291,444

The Estimated Annual Volume above aggregates usage estimates, self-reported by the Interested States, which may be based on any factor considered relevant by each Interested State, including historical usage and anticipated future usage. No minimum or maximum level of sales volume is guaranteed or implied.

Some Interested States have also provided state-specific terms and conditions, included in this attachment, that may apply to a Participating Addendum executed with an Offeror awarded a Master Agreement through this RFP. These terms and conditions are being provided for informational purposes only and will not be incorporated into the Master Agreement or addressed or negotiated by the Lead State. Participation and the terms and conditions applicable to each Participating Entity will be determined by the Participating Entity following negotiation of a Participating Addendum with a Contractor.

State of California – Additional Terms

Terms and conditions listed below will be incorporated and made a part of California Participating Addenda. The State of California reserves the right to add additional terms and conditions to individual Participating Addenda.

A. Terms

- 1) General Provisions – Information Technology (GSPD-401IT) effective 06/21/2022. This document can be viewed on the [DGS Procurement Division website](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts) (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts).
- 2) Cloud Computing Software as a Service (SaaS) General Provisions effective 06/21/2022. This document can be viewed on the [DGS Procurement Division website](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts) (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts).
- 3) Cloud Computing Special Provisions for Software as a Service (SaaS) effective 03/15/2018. This document can be viewed on the [DGS Procurement Division website](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts) (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts).

B. Administrative Fee

- 1) Contractor is required to remit to DGS an administrative fee amount equal to 1.25% of the sales for the quarterly reporting period less freight, taxes, returned products and credits. (For example, if the net sales for the reporting quarter totals \$100,000.00, the incentive fee due to DGS would be \$1,250.00.)
- 2) The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.
- 3) The administrative fee shall not be invoiced or charged to the ordering agency.
- 4) Payment of the administrative fee is due irrespective of payment status from ordering agencies.
- 5) Payment may be made in the form of an electronic payment using the [LPA Payment Portal website](https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal) (https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal) or by submitting a check payable to the State of California, Department of General Services.
- 6) Administrative fee payments made by check must include the Participating

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Addendum Number on the check and be submitted to the following address:

Department of General Services
Procurement Division
Attn: MAPS Payment Processing
707 Third Street, 2nd Floor
West Sacramento, CA 95605

7) Administrative fee payments are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

8) Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of the Participating Addendum.

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State of Connecticut – Participating Addendum



Participating
Addendum for NASPC

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State of Hawaii – Participating Addendum



Hawaii AG T&C.pdf



Hawaii PA
Template.pdf

State of Illinois – Specific Terms and Conditions Cooperative Participation

1. This participating agreement executed by the State of Illinois may be designated as available to all or certain governmental units and/or qualifying not for profit agencies. “Governmental unit” means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code (30 ILCS 500/), officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute. 30ILCS 525/.
2. In no event will the total term of any participating agreement, including the initial term and any extensions or amendments, exceed ten (10) years.
3. This participating agreement and all related public records maintained by, provided to, or required to be provided to the State, are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
4. Any participating agreement executed by the State of Illinois is contingent upon and subject to the availability of funds. The State of Illinois, at its sole option, may terminate or suspend any participating agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the Federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor of Illinois decreases the Agency’s funding by reserving some or all of the Agency’s appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Vendor will be notified in writing of the failure of appropriation or of a reduction or decrease.
5. Any claim against any State of Illinois, any State of Illinois agency as defined in Section 1-15.100 of the Illinois Procurement Code (30 ILCS 500/), or officers of the State of Illinois arising out of any participating agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor’s sole remedy for late payments by the State of Illinois. Payment terms contained in Vendor’s invoices shall have no force or effect. The State of Illinois shall not enter into binding arbitration to resolve any dispute arising out of any participating agreement. The State of Illinois does not waive sovereign immunity.
6. Illinois may further evaluate the lead entity’s awarded contracts to make best value determinations.
7. Registration in the Illinois Procurement Gateway is required before a participating agreement with the State of Illinois may be executed. For information on registration, please visit www.ipg.vendorreg.com.
8. Registration in BidBuy is required before a contract with the State of Illinois can be executed. For information on registration, please see the BidBuy [Vendor Registration Manual](#).
9. Any vendor with a participating agreement may be required to meet an Illinois Business Enterprise Program goal (30 ILCS 575/).
10. Any vendor with a participating agreement may be required to meet a contracting goal with Illinois small businesses (30 ILCS 500/45-90).

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State of Massachusetts – Participating Addendum



ITC80 Participating
Addendum -Massachi

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State of New Jersey – Standard Terms and Conditions



State of New Jersey
Standard Terms and C

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State of Vermont – Terms and Conditions



Vermont - Terms and
Conditions.pdf

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State of Washington – Participating Addendum



Washington NASPO
PA Template.docx

Attachment K PROPOSAL CHECKLIST

DOCUMENT HARD COPY SUBMISSION		
Folder 1: Administrative Documents		Completed (indicate with √ or "N/A")
Section 1.1	Proposal Checklist (Attachment K)	
Section 1.2	Claim of Business Confidentiality (Attachment D)	
Section 1.3	Offeror Information, Acknowledgements, and Certifications (Attachment E)	
Section 1.4	W-9 Request for Taxpayer Identification Number and Certification (Attachment E-1)	
Section 1.5	Redlined copy of Sample Master Agreement (Attachment H)	
Section 1.6	Proposed Modifications to Sample Master Agreement (Attachment I)	
Folder 2: Technical Response		
Section 2.1	Technical Response Worksheet (Attachment F)	
Section 2.2	Technical Response Exhibits:	
	Sample Dealer Training Plan or Information Sheet	
	Sample Report of SLA Data	
	Copy of Organization's SLA	
	Copy of Organization's Data Breach Plan	
Folder 3: Cost Response		
Section 3.1	Group A Price List (Attachment G-1)	
Section 3.2	Group B Price List (Attachment G-2)	
Section 3.3	Group C Price List (Attachment G-3)	
Section 3.4	Group D Price List (Attachment G-4)	
Section 3.5	Group E Price List (Attachment G-5)	
Section 3.6	Group F Price List (Attachment G-6)	
Section 3.7	MPS Price List (Attachment G-7)	
Folder 4: Supplemental Documents		
Folder 5: Copy of Redacted Proposal (if applicable)		

AUTHORIZED DEALERS BY STATE
MULTI-FUNCTION DEVICES AND RELATED SOFTWARE, SERVICES AND SOLUTIONS
RFP-NP-23-001

VENDOR NAME:

States	Dealer Representation (put an "x" if yes)	Number of Dealers
Alabama		
Alaska		
Arizona		
Arkansas		
California		
Colorado		
Connecticut		
Delaware		
Florida		
Georgia		
Hawaii		
Idaho		
Illinois		
Indiana		
Iowa		
Kansas		
Kentucky		
Louisiana		
Maine		
Maryland		
Massachusetts		
Michigan		
Minnesota		
Mississippi		
Missouri		
Montana		
Nebraska		
Nevada		
New Hampshire		
New Jersey		
New Mexico		
New York		
North Carolina		
North Dakota		
Ohio		
Oklahoma		
Oregon		
Pennsylvania		
Puerto Rico		
Rhode Island		
South Carolina		
South Dakota		
Tennessee		
Texas		
Utah		
Vermont		
Virginia		
Washington		
Washington DC		
West Virginia		
Wisconsin		
Wyoming		
Total	0	0