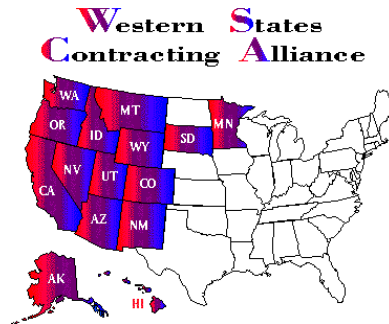


The Minnesota Department of Administration

Materials Management Division



On behalf of the
STATE OF MINNESOTA
and in Association with



REQUEST FOR PROPOSALS
FROM

MANUFACTURERS OF
PERSONAL COMPUTER EQUIPMENT
AND
RELATED DEVICES

ISSUE DATE: February 9, 2004

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I. INTRODUCTION

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

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

- personal computers (desktop workstations, laptops and mobile);
- small servers;
- storage solutions hardware for small LANS;
- individual or small shared printers; and
- limited peripherals to support desktop computing.

Contractors must provide warranty and maintenance services on ALL equipment that is offered and purchased through the resulting contracts. Delivery, support, warranty, and maintenance may be provided by the contract awardees using subcontractors. The contract awardee is still responsible for the timeliness and quality of all services provided by individual sub-contractors. Subcontractor participation will be governed by individual Participating State procurement officials, who have the sole discretion to determine if they will accept services from a sub-contractor. Contractors may offer, but participating states and entities do not have to accept, limited professional services related **ONLY** to the equipment and configuration of the equipment purchased through the resulting contracts.

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

“Educational” offerings, including special purpose educational software and hardware configurations included as part of the original purchase, are included in this RFP. The specific rules and restrictions of these “educational” offerings must be detailed in the response.

This request for proposals **IS NOT** for a one-stop, meet-any-and-all requirements contract, nor is it for the purchase of software or peripherals **NOT** included as part of an equipment purchase under a resulting contract. At the option of the WSCA Directors and the Participating State procurement official, factory warranted upgrades for equipment previously purchased from the contracts resulting from this RFP (or the previous WSCA PC contract) may be included as part of the resulting contracts. Additionally, it **IS NOT** a reseller contract; it is the intent of this request for proposals to contract with equipment manufacturers. Each state represented by WSCA or NASPO that chooses to participate in this contract independently has the option of contracting for a one-stop shop contract, contracts with resellers or any other kind of PC or computer goods or services.

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

- The resulting contracts are **NOT** for the offer and purchase of major, large hardware or hardware and software offerings. In general, individual units/configurations should not exceed \$50,000 each. It is the expressed intent of some of the Participating States to set this level at not to exceed \$25,000

each. This **IS NOT** a restriction on how many units/configurations can be purchased, but on the value of each individual unit/configuration. Individual Participating States may set state specific limits in a participating addendum, with the prior approval of the WSCA Directors.

- Contract awardees should assume that the pricing accepted reflects individual or small quantity purchases. If a Participating State, or a group of Participating States or entities within a state(s), chooses to focus purchases on a "state configuration," this configuration will be defined and then competed within the pool of contract awardees for specific pricing. These strategic competitions that exceed \$500,000 in total value must be reported to the MMD Contract Manager by the each Contractors participating in the competition.
- MMD and the WSCA Directors acknowledge that individual units and configurations offered in 2004 will evolve during the potential life of the resulting contracts. It is our intent to adhere to the following processes in dealing with this change, evolution.

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

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

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

To qualify for this solicitation, Responders must, at a minimum, manufacture all of the components in any one or more of the **BAND(S)** as specified in Section IV, Paragraph B2a. In addition, each Responder must propose a Takeback Program as specified in Section IV, Paragraph B14.

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

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

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

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

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

C. SUMMARY SCOPE OF WORK

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

D. SCOPE OF PROCUREMENT

The Master Price Agreements shall become effective on September 1, 2004 for a term of three (3) calendar years. The MMD reserves the option of extending the agreements on an annual basis for two (2) additional one-year terms or portions thereof.

The current Master Price Agreements end in early September, 2004. It is anticipated that during the transition from the current Master Price Agreements to the Master Price Agreements that will be awarded as a result of this RFP, new Contractor(s) (that do NOT have a current Master Price Agreement) will have an opportunity to make websites available to communicate with Participating Entities about upcoming opportunities. NO ORDERS may be issued or accepted for delivery under the new Master Price Agreements until the new contracts become effective on September 1, 2004.

The scope of procurement includes a wide range of manufacturer supplied personal computing equipment, including LAN hardware and software, peripherals, and services. Contractors shall not provide any form of application development services or general consulting professional services under the terms and conditions of the Master Price Agreement. Educational offerings including special purpose educational software and hardware configurations are included. All other forms of application specific software programs or suites of programs are excluded.

E. CONTRACT ADMINISTRATOR AND PROCUREMENT MANAGER

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

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

Name: Bernie Kopischke
Title: WSCA/NASPO Contract Administrator

Agency Name: Minnesota Department of Administration
Materials Management Division

Address: 112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155

Telephone: 651.296.3778
Fax Number: 651.297.3996
TTY: MN Relay Service 1.800.627.3529
E-mail: Bernie.Kopischke@State.Mn.US

Procurement Manager (Minnesota's representative to WSCA Board of Directors and responsible for managing relationships with WSCA, NASPO, and Participating States/Participating Entities)

Name: Paul Stembler
Title: MMCAP Manager/Assistant Director

Agency Name: Minnesota Department of Administration
Materials Management Division

Address: 112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155

Telephone: 651.296.0498
Fax Number: 651.297.3996
TTY: MN Relay Service 1.800.627.3529
E-mail: Paul.Stembler@State.Mn.US

F. DEFINITION OF TERMINOLOGY

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

“Contract” means an agreement for the procurement of items of tangible personal property or services.

“Contract Administrator” means the person or designee authorized by MMD to manage the Master Price Agreements, relationships with Purchasing Entities, and all actions related to the current Master Price Agreements and those that will result from this RFP.

“Contractor” shall mean successful Responder who enters into a binding Master Price Agreement.

“Consumables” that are required for the operation of Equipment offered or supplied are included -- printer cartridges, batteries, projector bulbs, etc. Consumables such as magnetic media, paper and generally available office supplies are excluded.

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

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

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

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

“Equipment” means workstations, desktop, laptop (includes Tablet PC’s), and handheld (PDA) devices, servers, computing hardware, including upgrade components such as memory, storage drives, and spare parts.

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

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

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

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

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

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

“Local-Area-Network” (“LAN”) refers to a high-speed, low-error data network covering a relatively small geographic area. LANs connect workstations, peripherals, terminals, and

other devices in a single building or other geographically limited area. Wireless transmission components and security devices are included. Cable and components required for the installation and operation of a LAN are included if installation services are purchased. A third party may manufacture LAN hardware and software. Public data, voice or video transport services are excluded as well as hardware and software required in supporting a WAN.

“Mandatory” The terms “must” and “shall” identify a mandatory item or factor. **Failure to meet a mandatory item or factor will result in the rejection of the Responder’s proposal.**

“Manufacturer” means the company that designs, assembles, and markets computer equipment including workstations, desktop computers, laptop (includes Tablet PC’s) computers, handheld (PDA) devices, servers, printers, and storage solutions/auxiliary storage devices. The manufacturer’s name(s) shall appear on the computer equipment. **The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program.**

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

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

“NASPO” means the National Association of State Procurement Officials

“Participating Addendum” or **“Participating Addenda”** means a bilateral agreement executed by the Contractor and a Participating State or political subdivision of a State that clarifies the operation of the Price Agreement for the State or political subdivision concerned; e.g., ordering procedures specific to a State or political subdivision, and other specific language or other requirements. Terms and conditions contained in a Participating Addendum shall take precedence over the corresponding terms in the Master Price Agreement. Additional terms and conditions may be added via the Participating Addendum. However, a Participating Addendum may not alter the scope of the master price agreement. Contractor(s) shall submit a copy of all proposed participating addenda to the Contract Administrator PRIOR to the Contractor executing the participating addendum.

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

“Peripherals” include but are not limited to storage, printers (including multifunction network print), monitors, keyboards, uninterruptible power supplies (UPS) and accessories. Adaptive/Assistive technology devices are included as well as configurations for education. A third party may manufacture peripherals. **The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program.**

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

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

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

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

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

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

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

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

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

“Qualified Responder” means an Responder who submits a responsive proposal and who has furnished, when required, information and data to prove that its financial resources,

production or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

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

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

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

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

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

“Software” means machine-readable object code instructions that are preloaded on equipment or LAN hardware. The term “Software” applies to all parts of software and documentation, including new releases, updates, and modifications of software. For Software, the term “purchase” means “license”. Contractor shall deliver applicable licenses with the Software. **The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program.**

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

“Storage Solution/Auxiliary Storage” means the technology and equipment used for storage of large amounts of data or information. This includes technologies such as: Network Attached Storage (NAS); Storage Area Networks (SAN); Content Addressed Storage (CAS); and/or Clustered Network Storage (CNS). **The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as**

well as a Takeback Program.

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

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

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

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

G. BACKGROUND INFORMATION

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

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

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

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

The following named states have signed an Intent to Participate Form or have requested to be named in this RFP as a potential user of the resulting Master Price Agreements: Alaska, Arizona, Arkansas, California, Colorado, Florida, Georgia, Hawaii, Idaho, Iowa, Louisiana, Massachusetts, Minnesota, Missouri, Nevada, New Mexico, Oklahoma, Oregon, South Carolina, South Dakota, Utah, Washington, and Wisconsin

The following named states have committed resources and will participate in the evaluation of Responder proposals: Alaska, Arkansas, Arizona, Georgia, Louisiana, New Mexico, Oregon

and Iowa.

The initial multi-state computer solicitation for manufacturer-supplied computer equipment sponsored by WSCA was issued on May 26, 1999. The solicitation resulted in Master Price Agreements awarded on September 3, 1999 to five contractors – Compaq (HP-Compaq), Gateway, Dell, IBM, and CompUSA. The master price agreement with CompUSA was not renewed leaving four incumbent contractors. These Master Price Agreements will expire on September 2, 2004. Total sales for all contractors Master Price Agreement inception to date are:

\$3.9 Billion

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

| | Action | Responsibility | Date |
|----|---|---|--|
| 1 | Issue of RFP | MMD - Contract Administrator | 9 February 2004 |
| 2 | Distribution List Response Due | Potential Responders | 2:30 p.m., CST, 20 February 2004 |
| 3 | Deadline for Submission of Written Questions | Potential Responders | 2:30 p.m., CST, 3 March 2004 |
| 4 | RFP Protest Deadline | Potential Responders | 2:30 p.m., CST, 5 March 2004 |
| 5 | Responses to Written Questions/RFP Addenda (if required) | MMD - Contract Administrator | 10 March 2004 |
| 6 | Submission of Proposals to Materials Management Division | Potential Responders | 2:30 p.m., CST, 25 March 2004 |
| 7 | Submission of Proposals to Evaluation Committee | Potential Responders | 26 March 2004 |
| 8 | Proposal Evaluation | Evaluation Committee - In Minneapolis, MN | 26 March 2004 thru 1 May 2004 |
| 9 | Website Demonstrations | Responders - In Minneapolis, MN | 29 April 2004 |
| 10 | Selection of Finalists | Evaluation Committee | 30 April 2004 thru 1 May 2004 |
| 11 | Presentation of Award Recommendations to WSCA Directors | MMD - Procurement Manager | 6 May 2004 |
| 12 | Award Protest Deadline | Responders | 20 May 2004 |
| 12 | Contract Negotiations with Finalists | MMD and Finalists | 10 May 2004 thru 28 May 2004 |
| 13 | Presentation of Final Award Recommendations to WSCA Directors | MMD - Procurement Manager | 3 June 2004 |
| 14 | Final Contract Award Notifications | MMD - Contract Administrator | 7 June 2004 |
| 15 | Sign Contracts | MMD and Finalists | 7 June 2004 thru 25 June 2004 |
| 16 | New Contract Transition Period | Contractors | 2 August 2004 thru 31 August 2004 |
| 17 | New Contracts Effective | MMD and Contractors | 1 September 2004 |

B. EXPLANATION OF EVENTS

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

1. **Issue of RFP**

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

2. **Procurement Distribution List Response Due**

Potential Responders should hand deliver or return by facsimile, or by registered or certified mail the "Request to be included on the Distribution List Form" that accompanies this document (See **Appendix A**) to have their organization placed on the official procurement distribution list.

The form should be signed by a representative with the authority to sign contracts for the organization, dated and returned by 2:30 P.M. (CST) on the date indicated on the form. The data provided will be considered the formal and official designation of a representative to speak and act for a Responder and this individual will be the **ONLY** Responder representative that MMD will accept communication from related to this RFP, responses and potential contract negotiations.

Although the written questions and answers and RFP amendments will be posted on the MMD web site, the Procurement Distribution List will be used for the distribution of all official correspondence.

Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential Responder's organization name shall not appear on the distribution list.

3. **Deadline to Submit Written Questions**

Potential Responders may submit written questions as to the intent or clarity of this RFP until 2:30 P.M. (CST) on the date indicated in Section II, Paragraph A. All written questions must be submitted to the Contract Administrator (See Section I, Paragraph D) by e-mail, with the questions contained in an attached Microsoft Word document, refer to **Appendix E**. The Contract Administrator will not respond to questions submitted in any other manner, format, or received after the submittal date

4. **Response to Written Questions/RFP Amendments**

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

<http://www.mmd.admin.state.mn.us/process/admin/page1List.asp>

5. **Submission of Proposals**

Responders shall submit an original copy of their proposals, **signed in ink**, by the designated representative (see Procurement Distribution List). Signatures can be in either blue or black ink, but our experience suggests that blue ink is a better choice.

Responders should also submit as part of the proposal provided to MMD, a disk or CD that is a Word or WordPerfect document that is its complete proposal (including Pricing Configuration Forms). This copy will be used to more efficiently create and share documents in the future. By submitting the disk or CD, the Responder is certifying that the document is an exact, complete, full copy of the proposal actually physically submitted in response to this Request for Proposals.

**THE ORIGINAL, TWO (2) PAPER COPIES AND THE ELECTRONIC COPY OF
RESPONDER'S PROPOSALS MUST BE RECEIVED BY THE MATERIALS
MANAGEMENT DIVISION NO LATER THAN
2:30 P.M. CENTRAL STANDARD TIME ON MARCH 25, 2004**

PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE CONSIDERED.

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

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

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

Proposals must be sealed and labeled as follows:

Original, two paper copies and electronic copy of Responder's proposals in a sealed envelope or container clearly marked on the outside: **WSCA PC CONTRACT REQUEST FOR PROPOSAL.**

Original and two copies of Responder's pricing configuration forms sealed in a SEPARATE envelope or container WITHIN the proposal sealed envelope or container clearly marked on the outside: **WSCA PC CONTRACT REQUEST FOR PROPOSAL PRICING CONFIGURATION FORMS.**

Proposals Submitted By Facsimile Will Not Be Accepted

Additionally, two identical copies of each RESPONDER'S SEALED PROPOSAL - ***not the Pricing Configuration Forms*** - must be delivered to each of the individual's listed below before the end of the business day (in the appropriate time zone) on MARCH 26, 2004, to facilitate evaluation of responses:

Ms. Staci Agustus
Contracting Officer
State of Alaska
333 Willoughby, 7th Flr,
Juneau, Alaska 99811

Ms. Gayle Montgomery
State of Oregon
State Procurement Office
1225 Ferry Street, SE U140
Salem, Oregon 97301

Ms. Connie Gerdes
State of Arizona
100 N. 15th Avenue, Suite 104
Phoenix, Arizona 85007

Mr. David Candler
Manager, Contract Administration
Georgia Technology Authority
100 Peachtree Street
Suite 2300
Atlanta, Georgia 30303

Ms. Robin Rogers
Purchasing Team Leader
State of Arkansas
1509 W. 7th Street
Little Rock, AR 72201

Ms. Belinda Miller
Purchasing Manager
1201 North 3rd Street
Suite 2-160
Baton Rouge, LA 70904

Mr. Jim Day
Technology Contracting Officer
State of Iowa
Dept of Administrative Services
Hoover State Office Building
Level A
Des Moines, IA 50319

6. **Proposal Evaluation**

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

7. **Qualified Responder Website Demonstrations**

Responders whose responses are “responsive” to the mandatory requirements will be invited to make a short, focused demonstration of the website they are proposing to use for support

of the potential contracts to the Evaluation Committee on the date indicated in Section II, Paragraph A. These demonstrations will take place in Minneapolis, Minnesota and the rooms for the presentation will be provided by MMD. Arrangements for testing connections, etc. in the rooms will be coordinated with Qualified Responders by the Procurement Manager prior to the date of the demonstrations. Qualified Responders should plan for a short, focused demonstration that would NOT exceed 30 minutes in length, but might be as short as 10 minutes.

8. **Selection of Finalists**

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

9. **Contract Negotiations with Finalists**

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

10. **Award of Master Price Agreements**

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

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

11. **Sign Master Price Agreements**

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

C. **PROTEST PROCEDURES**

1. **Written Protests Only**

All protests relating to this procurement must be in writing, including pre-award, and post-award phases of this procurement process. Protests shall be submitted to the Protest Official. Any protest not set forth in writing, within the time limits specified in these procedures shall not be considered. The Protest Official is:

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

2. **Protest Contents**

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

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

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

All protests relating to terms and conditions of this RFP, including protests based on alleged restrictive requirements or alleged improprieties in the solicitation, shall be filed with the Protest Official as soon as the basis for the protest is known; but, in any event, must be received no later than **twenty (20) calendar days** prior to the proposal due date.

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

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

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

4. **Protest Regarding Award of Contract**

a) If an award of contract is being protested, a protestor shall protest in writing to the Protest Official **as soon as practical, but not later than ten (10) calendar days after the protestor knew or should have known** of the facts and circumstances upon which the protest is based. Failure of a responder to raise a protest regarding the contract award within the applicable time period shall constitute an unconditional waiver of the right to protest the award and shall preclude consideration of the

issue at a later date unless the basis of the protest could not have been known to the responder in time to make a timely submission of his/her protest.

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

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

Protests Received After The Deadline Will Not Be Considered.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with Minn. Stat. Ch. 16C.

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

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

3. Contractor Responsibility

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

4. Servicing Subcontractors

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

5. Amended Proposals

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

6. Responders' Rights to Withdraw Proposal

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

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

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a

best and final offer if one is submitted.

8. Disclosure of Proposal Contents

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

- a. clearly mark all trade secret materials in its response at the time of the response is submitted,
- b. include a statement with its response justifying the trade secret designation for each item, and
- c. defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to the RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State. The State is required to keep all the basic documents related to its contracts, including responses to RFPs, for a minimum of seven years.

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

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

9. No Obligation

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

10. Termination

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

11. Administration Fees

The Contractor shall report price agreement utilization and pay the WSCA administration fee in accordance with the terms and conditions of the Master Price Agreement. The WSCA directors approved the level of the WSCA administration fee. The WSCA administration fee is not negotiable. Some states may require an additional fee be paid directly to the State on purchases made by Purchasing Entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments shall be incorporated in a Participating Addendum that is made a part of the Master Price Agreement. The Contractor may adjust PSS pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of that

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

12. Acceptance of Proposal Contents

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

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

13. Governing Law

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

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

14. Basis for Proposal

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

15. Agreement Terms and Conditions

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

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

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

A material deviation is an exception to the Request for Proposal general or special

terms and conditions and/or specifications that:

- a. Gives the Responder taking the exception a competitive advantage over other Responders, or
- b. Gives the State something significantly different from that which the State requested.

16. Agreement Deviations

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

17. Responder Qualifications

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

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

18. Rights Reserved

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

- a. Reject any and all responses (or portions thereof) received;
- b. Select, for contracts or for negotiations, a response other than that with the lowest cost;
- c. Waive or modify any informalities, irregularities, or inconsistencies in the responses received;
- d. Negotiate any aspect of the proposal with any Responder and negotiate with more than one Responder;
- e. Request a BEST and FINAL OFFER, if the Evaluation Team deems it necessary and desirable; and
- f. Terminate negotiations and select the next response providing the best value for the State, prepare and release a new RFP, or take such other action as the State deems appropriate if negotiations fail to result in a successful Contract.
- g. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and the failure to do so does not materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

19. Changes in Contractor Representatives

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

20. Laws and Regulations

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

21. Completion of Responses

A response may be rejected if it is conditional or incomplete. Responses that contain conflicting, false, or misleading statements or that provide references that contradict or

do not support an attribute or condition stated by the Responder, may be rejected.

22. Right to Publish

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

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

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

23. Ownership of Proposals

All documents submitted in response to the RFP shall be available to be picked up by the Responders after the expiration of the protest period with the following exception. One (1) complete copy of the each Responder's proposal including the Best and Final Offer, if one was submitted, shall be placed into the procurement file. Those documents will become the property of the State of Minnesota.

Responders may pick up their proposals from the respective representatives from the states that are evaluating proposals in accordance with instructions provided by the respective representatives. Evaluating states may choose to retain one (1) copy for their respective procurement files. States may destroy proposals that were not picked up during the allotted time.

24. Product and Services Schedules

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

25. Additional Responder Qualifications

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

26. Product Qualifications

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

27. Electronic Mail Address Required

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

28. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Responder acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the

Responder's possession and the version maintained by the State, the version maintained by the State shall govern.

29. Addenda to the RFP

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

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

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

Instructions for certification:

1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding \$100,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of

its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.

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

31. Nonvisual Access Standards. Nonvisual access standards require:

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

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

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

That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

32. Copyrighted Material Waiver

The State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and other government entities including local units of government to access the responses, including but not limited to photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the Responder's responsibility to obtain permission for the State to reproduce and publish the information, regardless of whether the Responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the Responder certifies that it

has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify, protect, save and hold the State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the State in the defense of any such action.

33. TG/ED Preference

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

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

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

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

- a. Covered Contracts and Contractor. If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363.073 and Minnesota Rules 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363.073 because it employed more than 40 full-time employees in another state and which does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.
- b. Minnesota Statutes Section 363.073 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of Human Rights (commissioner) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and Contract consequences in that event. A Contract awarded without a certificate of compliance may be voided.
- c. Minnesota Rules 5000.3400-5000.3600 implement Minn. Stat. § 363.073. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn Rules 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- d. Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.

"AFFIRMATIVE ACTION FOR DISABLED WORKERS

- (a) The contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (c) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363.073, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants, and the rights of employees and applicants.
- (e) The contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minn. Stat. § 363.073, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.”
- e. Consequences. The consequences of a Contractor’s failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of this Contract by the commissioner or the State.
- f. Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363.073 and Minnesota Rules 5000.3400 to 5000.3600 and is aware of the consequences for noncompliance.

35. Hazardous Substances

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

36. State Requirements

The Contractor is responsible to present information to State agency and Cooperative Purchasing Venture (CPV) customers regarding product compliance with State requirements. The Contractor’s catalog and other marketing materials utilized to offer products under this Contract shall affirmatively state when a product is in compliance with the Americans with Disabilities Act (ADA), the Nonvisual Access Standards (Minn.

Stat. Ch. 16C.145), and the Energy Star Standards. The Contractor must also indicate in the catalog or other marketing materials if the product will not operate, is not intended to operate, or will not operate under full manufacturer's warranty, using paper with a post-consumer recycled content of 30 percent or greater. If any descriptive marketing materials are silent as to any or all of these requirements (e.g., ADA compliance, functions utilizing 30 percent recycled content paper), the Contractor agrees that the customer can assume the product meets or exceeds the State requirements.

37. Organizational Conflicts of Interest

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

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

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

38. Notice to Responders

Pursuant to Minn. Stat. § 270.66, Contractors are required to provide their Federal Employer Identification Number or Social Security Number. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contractor to file tax returns and pay delinquent tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations.

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

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

III. Response Format and Organization

A. NUMBER OF RESPONSES

Responders shall submit only one proposal.

B. NUMBER OF COPIES

Responders shall deliver one original and two (2) identical copies of their proposal to the Contract Administrator to the location specified in Section II, Paragraph B6 on or

before the closing date and time for receipt of proposals. Two (2) additional copies shall be delivered to each state representative as specified in Section II, Paragraph B6.

C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

1. Proposal Organization

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

- a. Letter of Transmittal (binder 1)
- b. Table of Contents (binder 1)
- c. Proposal Summary (optional) (binder 1)
- d. Response to Specifications 1 through 9 (binder 1)
- e. Response to Specification 10, Product and Services Schedule Diskette(s), CD or URL address (Binder 1)
- f. Response to Specification 11, Revised Price Agreement/Proposals on Diskettes or CD (binder 2)
- g. Response to Specifications 12 through 14 (binder 1)
- h. Response to Specification 15, Completed Cost Response Form(s) (binder 2) Sealed
- i. Response to NMSPA Terms and Conditions (binder 2)
- j. Responder's Additional Terms and Conditions (binder 2)
- k. Sample Reports and Other Supporting Material (binder 3)
- l. State of Minnesota forms, Appendices F through J (binder 3)

Within each section of their proposal, Responders should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in the section with the cost response form. Any proposal that does not adhere to these requirements will be deemed non-responsive and rejected on that basis.

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

Responders may attach other material that they feel may improve the quality of their responses. However, these materials should be included and indexed in binder 3.

2. Letter of Transmittal

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

- a. Identify the submitting organization;
- b. Identify the name, title, telephone and fax numbers, and e-mail address of the

- c. person authorized by the organization to contractually obligate the organization; Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- d. Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;
- e. Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C.1;
- f. Be signed by the person authorized to contractually obligate the organization;
- g. Acknowledge receipt of any and all amendments to this RFP.
- h. A statement in which the Responder certifies that, in connection with this Contract, the prices proposed have been arrived at without consultation, communication, or agreement, for the purpose of restricting competition.
- i. A statement guaranteeing that each person signing this response and addenda, if required, is the person in the Responder's organization responsible for, or authorized to, make decisions as to the prices quoted in the cost response and that she/he has not participated and will not participate in any action contrary to those stated above. **NOTE:** A copy of corporate resolutions must accompany the transmittal letter, authorizing the person(s) signing and/or initialing the response to sign binding contracts.
- j. A statement that the Contractor shall not assign any part of its interest in the Contract without prior written consent of the State. This consent shall not be unreasonably withheld.
- k. A statement describing technology-related products the responder can offer as part of its response that comply with the nonvisual access standards as set forth in Minn. Stat. Ch. 16C.145 and how those products are identified in the product listing. Provide information on the differences in quality, prices, and delivery.

IV. SPECIFICATIONS

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

Responders should respond as described to each specification. The responses along with the required supporting material will be evaluated and awarded points accordingly.

A. INFORMATION

1. **State of Minnesota Support**

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

2. **Facilities**

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

B. TECHNICAL SPECIFICATIONS

1. **Corporate Overview**

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

a. Facilities

Responders must indicate number and location of manufacturing, distribution outlets and support centers, as appropriate.

b. Personnel

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

c. State Contracts

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

d. Organization

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

e. Complaint Resolution

Responders must thoroughly describe their procedures for addressing and resolving customer problems and complaints—service, equipment or billing—including timelines and escalation measures.

f. Preference Programs

Responders must describe their experience and capacity to meet Minority and Women Business Enterprise (MWBE) and other local purchasing preferences that vary among potential Participating Entities.

g. Subcontractor Usage

If Subcontractor(s) are proposed, Responders must describe what products or services they will provide, how they are certified, how they are contractually bound to the Master Price Agreement terms and conditions (plus any modifications thereto contained in Participating Addenda) and how their sales will be accurately tracked and reported.

2. Products and Services Overview

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

a. Breadth of Offering

Responders must thoroughly describe the breadth of their Product

and Service offerings. The narrative that is submitted in support of the list should provide the Evaluation Committee with a clear indication of the breadth of the product line flexibility and performance.

COMPUTING EQUIPMENT

Responders must provide a summarized list of the models or variations available in each of the following primary processing unit categories.

BAND 1—Server

Server One

Mid-Range Server Two

BAND 2—Workstations

Desktop

Laptop

Tablet PC

BAND 3—Printers

High-speed

Medium speed

Desktop

Lap-top

BAND 4--Storage Solution

Network Attached Storage (NAS)

Storage Area Networks (SAN)

Content Addressed Storage (CAS)

Clustered Network Storage (CNS).

BAND 5—PDA's

OPERATING SYSTEMS

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

LOCAL AREA NETWORK

Responders may propose and provide local area network equipment (to include Storage Solutions) and related software. Responders should provide a summarized list of proposed LAN equipment and related software.

c. Customer Satisfaction

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

d. Value Added Services

Responders should thoroughly describe their ability to provide value added Services including but not limited to installation, training and/or related optional Services contained in the definition

of Services and the geographic area where the Services may be provided. Do not include general consulting or any form of application development services.

e. E- Rate Program

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

f. Section 508 Compliance

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

3. Reporting

a. WSCA Reporting

Responders must agree to provide quarterly utilization reports to the Contract Administrator based upon the schedule and minimum content as described in Paragraph 46 of the Price Agreement, Appendix B. Responders must describe their ability and commitment to meet this requirement and include a example quarterly report with the proposal.

b. Customer Reporting

Responders should describe and include additional sample reports for states and/or Purchasing Entities. Responders should describe enhanced reporting capabilities such as electronic delivery of reports or direct access to Internet or other database that may be used to administer the Master Price Agreement. Asset management or other reports for Purchasing Entities should be addressed.

4. Electronic Commerce

Responders must describe their ability to provide and commitment to maintain an Internet web site that contains, at a minimum, their complete PSS plus Product specifications, configuration aids, Service options, service agreement(s) as well as contact information for order placement, purchase order tracking, problem reporting, equipment maintenance and billing concerns. In addition, Responders must respond to the following:

a. Web Site

Responders must provide, *in the proposal*, the URL to a web site that provides the proposed functions and complete PSS and product specifications, configuration aids, service options, service agreement(s) as well as contact information for order placement, purchases order tracking, problem reporting, equipment maintenance and billing concerns.

b. Electronic Processing

Responders must thoroughly describe their ability or commitment to accept and process purchase order electronically as well as online payment via purchase card. The ability to provide electronic funds transfer and/or a seamless electronic interface to

governmental accounting systems should be thoroughly described.

c. Auditing

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

5. Primary Account Representative

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

6. References

Responders **must** submit five (5) written letters of reference as part of the response from current or previous states (do not include references from Alaska, Arkansas, Arizona, Georgia, Iowa, Minnesota, Oregon, New Mexico or New York) or other larger governmental (not federal) entities **and/or large educational institutions** that have or are currently receiving similar products and services to those proposed by the Responder for this solicitation. In addition to the letter of reference, each reference must include the name of the contact person, street address, telephone number, e-mail address and description of products and services provided. Responders should advise their references to expect to be contacted by the Evaluation Committee during the evaluation period.

7. Rollout and Marketing Plan

a. Plan and Methodology

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

b. Contracting Personnel

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

c. Marketing Materials

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

8. Presentation and Demonstration

If selected as a finalist, Responders agree to allow the Evaluation Committee to meet with and question the proposed primary account

representative at the presentation. The proposed primary account manager or representative is expected to conduct the presentation to demonstrate their Internet web site functions to the Evaluation Committee. A statement of acknowledgement and concurrence with this requirement is required.

9. Pricing Level and Volume Discount Guarantees

Responders must submit with their proposal a narrative that describes the baseline (published) pricing and the initial pricing level discount that is proposed, by type or category of Products and services as reflected in the PSS. The response to this specification must be in the form of a percentage discount from a published or base line price listing. Responders must describe the base line pricing and provide information where the baseline pricing may be accessed and verified. In addition, Responders holding federal General Services Administration contracts shall provide the corresponding GSA percentage discount from the same baseline.

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

a. Per Transaction Multiple Unit Discount

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

b. Cumulative

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

c. Standard Configurations

Responders should propose and describe their commitment to offer and maintain deeply discounted (state the discount from a baseline) standard configurations that are available to Purchasing Entities using the Master Price Agreement only. The response to this specification should include a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals. Responders should propose six standard configurations -- three desktop, two servers and one laptop.

10. Products and Services Schedule

Responders must submit with their proposals a complete Product and Services Schedule including all the Services and Equipment offered for education, state and local government procuring agencies at the initial pricing level stated in response to the previous specification. The PSS may be submitted in Microsoft Word or Excel format on 3.5 inch diskettes or a CD-ROM or web page (provide URL).

11. Revised Price Agreement/Proposal

Responders must submit with their proposal 3.5" diskette (s) or CD-ROM that contains the Responder's entire proposal; as well as the proposed revised Master Price Agreement terms and conditions. Both documents shall be in Microsoft Word format. The revised Master Price Agreement shall have the changes highlighted; and where possible an explanation of the reason for the requested change.

12. Alternatives

Responders should provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and participating public agencies.

13. Financial Strength

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

14. Takeback/ Environmental Programs

a. Takeback/Recycling

Responders must describe their Equipment Takeback/recycling program by addressing each of the following: date the program is or will be in operation, type of Equipment, LAN hardware and/or Peripherals being taken back or proposed to be taken back, volume of Equipment being recycled/disposed or proposed, certificates of lawful disposal, disk storage cleaning, takeback charges by type of Equipment, compliance with the European Union's WEEE Directive requiring the recycle or reuse of old Equipment and compliance with federal or other regulatory authorities regarding disposal of electronic equipment. Responders should Address ISO 14001 certification.

b. Environment

Responders must describe their Product environmental improvement program in each of the following areas: reduction/minimization/avoidance of the use of toxic and hazardous constituents (cadmium, chromium, mercury, and/or lead); compliance with international directives such as the European Union's Directive "Restriction of Hazardous Substances", reduction of chlorinated plastics (PVC) and brominated flame retardants; certification by independent third party eco-labeling programs (TCO, Blue Angel, and Nordic Swan); and the migration to the use of recyclable, nontoxic packaging. Responders must specifically identify each equipment or peripheral model number that has been certified and the type of certification obtained. In addition, Responders must list the model numbers of units being submitted for certification as well a schedule for any remaining units. Finally, Responders must

describe how certified units are labeled and identified as such on the web site.

c. Energy Efficiency

Responders must describe their energy efficiency program (s) by identifying the Products that meets Energy Star or other recognized program for energy efficiency. In addition, Responders must describe how Products are identified as energy efficient on the units and on their web site.

15. Cost

Responders must complete the Price Configuration Form(s) found in appendix C and submit them with their proposal. Responders must, at a minimum, complete the server (Price Configuration Form One) using the proposed PSS prices. Responder should complete the additional price configuration forms as well. For the purpose of preparing the proposal, Responders are to assume that proposed Equipment configurations are delivered to and serviced in St. Paul, Minnesota.

| Specification | Points |
|---|---------------|
| 1. Corporate Overview | 150 |
| 2. Products and Services Overview | 175 |
| 3. Reporting | 15 |
| 4. Electronic Commerce | 45 |
| 5. Primary Account Representative | 25 |
| 6. References | 50 |
| 7. Rollout and Marketing Plan | 40 |
| 8. Website Presentation and Demonstration | 50 |
| 9. Pricing Level and Guarantee | 100 |
| 10. Product and Services Schedule | 0 |
| 11. Revised Price Agreement on Diskette | 0 |
| 12. Alternatives | 0 |
| 13. Financial Strength | 0 |
| 14. Takeback/Environmental Programs | 100 |
| 15. Cost | 250 |
| TOTAL | 1,000 |

The configuration pricing shall be single unit, non-educational pricing.

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

B. EVALUATION FACTORS Points will be awarded on the basis of the following evaluation factors:

1. Corporate Overview

The Responder's response will be evaluated and points awarded based upon the following criteria:

- a. **Facilities**—Up to a maximum of **25 points** will be awarded based upon an assessment of the adequacy of the Responder's facilities to support the Master Price Agreement.
- b. **Personnel**—Up to a maximum of **25 points** will be awarded based upon an assessment of the adequacy of the Responder's personnel including resellers/subcontractors to support the Master Price Agreement.
- c. **State Contracts**—Up to a maximum of **50 points** will be awarded based

upon the number and type of state contracts the Responder has and/or had in place in the past two years.

- d. **Responder Organization**—Up to a maximum of **20 points** will be awarded based upon an assessment of the adequacy of the Responder's proposed organization to implement and support the Master Price Agreement.
- e. **Complaint Resolution**—Up to a maximum of **15 points** will be awarded based upon an assessment of the adequacy of the problem escalation procedures.
- f. **Preference Programs**—Up to a maximum of **15 points** will be awarded based upon an assessment of the adequacy and success of the Responders' local preference program (s).
- e. **Agent Reseller Usage** —No points

2. **Products and Services Overview**

- a. **Breadth of Offering** —Up to a maximum of **125 points** will be awarded as follows:
 - **Computing Equipment** - Up to a maximum of **55 points** will be awarded based upon the breadth of the proposed product line including the configuration flexibility and range of performance of the primary processing units.
 - **Operating Systems** - Up to a maximum of **25 points** will be awarded based upon the number and type of operating systems that are proposed for the primary processing units.
 - **Software**: Up to a maximum of **25 points** will be awarded based upon the number and type of general-purpose software products that are proposed.
 - **LAN**: Up to a maximum of **30 points** will be awarded based upon the number, type and range of performance of the proposed LAN equipment and software.
- b. **Customer Satisfaction**—Up to a maximum of **15 points** will be awarded based upon user survey results or other comparable statistics submitted. Written evaluations from third-party testing or evaluation organizations will be given consideration over user surveys or other similar documentation.
- c. **Value Added Services**—Up to a maximum of **15 points** will be awarded to Responders who can provide value added technical services including installation, training or directly related optional services.
- d. **E-Rate Program**—Responders with eligible Products and an E-Rate identification number will receive **10 points**.
- e. **Section 508 Compliance**—Up to a maximum of **10 points** will be awarded based upon the described level of implementation of Section 508.

3. **Reporting**

- a. **WSCA Reporting**—No points
- b. **Customer Reporting**—Up to a maximum of **15 points** will be awarded based upon the type and quality of the reporting available.

4. **Electronic Commerce**

Web Site—Up to a maximum of **15 points** will be awarded based upon an

assessment of the breadth of content (configuration aids, product specifications, support personnel, problem reporting), ease of use and overall quality of the proposed web site.

- a. **Electronic Processing**—Up to a maximum of **15 points** will be awarded based upon an assessment of the web sites ability to perform purchase order placement, purchase order tracking, online payment via a purchase card and other relevant capabilities.
 - b. **Auditing**—Up to a maximum of **15 points** will be awarded based upon the Responders response including the frequency and type of audits performed. Responders providing proven auditing tools shall receive additional consideration.
5. **Primary Account Representative** —Up to a maximum of **25 points** will be awarded based upon an evaluation of the knowledge and experience of proposed primary account representative as documented in the resume submitted in the proposal.
6. **References**—Up to a maximum of **50 points** will be awarded based upon the content of the letters of reference, and optionally, to a series of questions that may be asked of the references concerning the quality of the Responder's products and services, the delivery of products and services, responsiveness to problems and complaints and the level of satisfaction with the Responder's overall performance.
7. **Rollout and Marketing Plan**
 - a. **Plan and Methodology**—Up to a maximum of **15 points** will be awarded based upon the quality, efficiency, and thoroughness of the rollout plan and methodology submitted as part of the Responder's proposal.
 - b. **Contracting Personnel**—Up to a maximum of **10 points** will be awarded based upon an evaluation of the adequacy and experience of the proposed contracting personnel that will be supporting and processing Participating Addenda.
 - c. **Marketing Materials**—Up to a maximum of **15 points** will be awarded based upon an evaluation of the quality of the proposed marketing materials as well as the approach and contractor's commitment to provide on -going marketing support after the initial rollout.
8. **Website Presentation and Demonstration**

Finalists will be awarded up to 50 points for their Internet-based web site presentations based upon content, functions performed, technical merit, ease of use, clarity of presentation, ability to answer both technical and administrative questions as well as the understanding of and commitment to address the needs of Purchasing Entities in both WSCA and non-WSCA states.
9. **Pricing Level and Volume Discount Guarantees**
 - a. **Initial**—Up to a maximum of **25 points** will be awarded based upon an assessment of the monetary value of the proposed discounts.
 - b. **Per Transaction Multiple Unit Volume Discount**—Up to a maximum of **25 points** will be awarded based upon an assessment of the monetary value of the proposed additional discounts.
 - c. **Cumulative Volume Discount**—Up to a maximum of **25 points** will be awarded based upon an assessment of the monetary value of the proposed additional discounts.
 - d. **Standard Configurations**—Up to a maximum of **25 points** will be awarded based upon an assessment of the monetary value of the

proposed additional discounts.

10. **Products and Services Schedule**—No Points.
11. **Revised Price Agreement on Diskette**—No Points.
12. **Alternatives**—No Points.
13. **Financial Strength**—No Points.
14. **Takeback/Environmental Program**
 - a. **Takeback/Recycle**—Up to a maximum of **40 points** will be awarded based upon the thoroughness of the response to the specification. Operational programs will receive greater consideration than proposed programs.
 - b. **Environment**—Up to a maximum of **30 points** will be awarded based upon the thoroughness of the response to the specification including the number of units certified, the type of certification and the level of commitment to certify the remaining units.
 - c. **Energy Efficiency** – Up to a maximum of **30 points** will be awarded based upon the number of documented energy efficient Products proposed.
15. **Cost**

Total cost will be calculated by adding the proposed cost for Server One (Pricing Configuration Form One) to the proposed cost for Server Two (Pricing Configuration Form Two) plus the proposed cost for the Desktop (Pricing Configuration Form Three), plus the proposed cost of the Laptop (Pricing Configuration Form Four) plus the Printer (Pricing Configuration Form Five). If an Responder does not propose Server Two or Desktop or Laptop, or Printer the highest cost proposed by a responsive Responder for those units will be used to arrive at a uniform cost for the award of points for this factor.

C. EVALUATION PROCESS

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

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

1. All Responder proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Contract Administrator may contact the Responder for clarification of the response as specified in Section II, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.17.
4. The Evaluation Committee may require the Responders to submit additional and/or supporting materials in accordance with Section II, Paragraph C.25 and Paragraph C.26

5. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible Responders with the highest scores will be selected as finalist Responders based upon the proposals submitted. Finalist Responders who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from the oral presentations and demonstration will be added to the previously assigned points to attain final scores. The responsible Responder(s) whose proposal is most advantageous to NASPO and WSCA members, taking into consideration the evaluation factors in Section V, will be recommended for award to the NMSPA as specified in Section II, Paragraph B.11. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

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

REQUEST TO BE INCLUDED ON THE DISTRIBUTION LIST FORM

We a request to be included on the official distribution list for the Request for Proposal and the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix E of this Request for Proposal.

This request must be signed and returned to the Contract Administrator no later than 2:30 p.m., Central Standard Time, on February 20, 2004. Only potential Responders who elect to return this form will receive copies of all written questions and responses to those questions as well as RFP amendments if any are issued.

The individual signing this request certifies that they have authority, based on corporate by-laws, to execute contracts and acknowledges that they are the ONLY official representative of the firm or company who the Materials Management Division will accept communications from related to the RFP, responses and potential contract negotiations.

| | | |
|------------------|------------|-----------|
| Firm: | | |
| Represented By: | | |
| Title: | Phone No.: | |
| E-mail: | Fax No.: | |
| Mailing Address: | | |
| City: | State: | Zip Code: |
| Signature: | Date: | |

DESIGNATED ALTERNATE

(Will be sent copies of all communications from MMD, but cannot execute documents, etc.)

| | |
|------------|---------|
| Name: | Title: |
| Phone No.: | E-mail: |

The primary contacts name and address will be used for all correspondence related to the Request for Proposal.

Place an "X" on the line, if this is an appropriate statement:

___ Firm DOES NOT INTEND to respond to this Request for Proposals.

FORM MUST BE DELIVERED TO CONTRACT ADMINISTRATOR AT:

Fax: 651.297.3996

or as an attachment to: bernie.kopischke@state.mn.us

or hand delivered to: Materials Management Division
WSCA PC Contract Distribution List Request
112 Administration Building, 50 Sherburne Avenue
St. Paul, Mn 55155

APPENDIX B

Master Price Agreement Terms and Conditions

COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES

MASTER PRICE AGREEMENT

Number _____

This Agreement is made and entered into by _____

("Contractor") and the State of Minnesota Department of Administration ("State") on behalf of the State of Minnesota, participating members of the National Association of State Procurement officials (NASPO), members of the Western States Contracting Alliance (WSCA) and other authorized Purchasing Entities.

RECITALS

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

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

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

1. Definitions

"Contact Administrator" means to a qualified, professional individual appointed by the State to administer this Agreement on behalf of the State of Minnesota, the participating NASPO and WSCA members, and other authorized purchasers.

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

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

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

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

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

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

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

“Large Order Negotiated Price” or **“Multiple Unit Price”** means the price offered to specific Purchasing Entities under defined additional terms and conditions. Selection and pricing of Large Order Negotiated Prices shall be by mutual agreement of the parties. Large Order Negotiated Prices shall apply only to those items that meet the applicable additional terms and conditions (e.g., order quantity, time limitation, product configuration) negotiated by the parties. The negotiate price shall apply to a given Purchase Order or number of Purchase Orders submitted at the same time.

“NASPO” means the National Association of State Procurement Officials

“Participating Addendum” means a bilateral agreement executed by the Contractor and a Participating State or political subdivision of a State that clarifies the operation of the price agreement for the State or political subdivision concerned, e.g. ordering procedures specific to a State or political subdivision and other specific language or other requirements. Terms and conditions contained in a Participating Addendum shall take precedence over the corresponding terms in the master price agreement. Additional terms and conditions may be added via the Participating Addendum. However, a Participating Addendum may not alter the scope of this Agreement or any other Participating Addendum. ***Unless otherwise specified, the Participating Addendum shall renew consecutively with the Master Price Agreement.*** One physically or digitally signed copy of each Participating Addendum shall be filed by the Contractor with the Contract Administrator within five (5) days after execution.

“Peripherals” include but are not limited to storage, printers (including multifunction network print/fax/scanner/copying devices), scanners, monitors, keyboards, cameras (digital and video used in conjunction with computing equipment), projectors, uninterruptible power supplies and accessories. Adaptive/Assistive technology devices are included as well as configurations for education. Peripherals may be manufactured by a third party, however, Contractor shall not offer any peripherals manufactured by another contractor holding a Master Price Agreement without the prior approval of the Contract Administrator.

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

“Products and Services Schedule Prices” mean the maximum prices offered to Participating Entities exclusive of Announced Promotional Prices, Education Discount Prices, General Price Reductions, or Large Order Negotiated Prices. All such products and services shall be listed on the Contractor’s web site accessible via a URL.

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

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

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

2. Scope of Work

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

3. Title Passage

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

4. Permissive Price Agreement and Quantity Guarantee

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

5. Order of Precedence

Each Purchase Order that is accepted by the Contractor shall become a part of the Agreement as to the Products and services listed on the Purchase Order only; no additional terms or conditions will be added to this Agreement as the result of acceptance of a Purchase Order. The Contractor agrees to accept all valid Purchase Orders. In the event of any conflict among these documents, the following order of precedence shall apply:

- A. Executed Participating Addendum(s);
- B. Terms and conditions of this Agreement;
- C. Exhibits and amendments to this Agreement;
- D. The list of products and services contained in the purchase order;
- E. The request for proposals document 40-00064; and
- F. Contractor's proposal including best and final offer.

6. Payment Provisions

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

A. Acceptance

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

B. Payment of Invoice

Payments shall be submitted to the Contractor at the address shown on the invoice, as long as the Contractor has excersided due diligence in notifying the State of Minnesota and/or the Purchasing Entity of any changes to that address. Per Minn. Stat. § 16A.124, payment shall be made to the Contractor within thirty (30) days following receipt of an undisputed invoice, merchandise or service whichever is later. After the thirtieth day, inte rest may be paid on the unpaid balance due to theCcontractor at the rate of one and one-half percent per month. The Purchasing Entity shall make a good-faith effort to pay within thirty (30) days on all undisputed invoices. Payments may be made via a Purchasing Entity's "Purchasing Card".

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

C. Payment of Taxes

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

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

D. Invoices

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

7. Agreement Term

Pursuant to Minnesota law, this term of this Agreement shall be effective upon the date of final execution by the State of Minnesota, through _____ (2 years). The Agreement may be mutually renewed for three (3) additional one-year terms unless terminated pursuant to the terms of this Agreement.

8. Termination

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

A. Termination for Convenience

At any time, the State may terminate this agreement, in whole or in part, by giving the Contractor (30) days written notice; provided, however, neither the State nor a Purchasing Entity has the right to terminate a specific purchase

order for convenience after it has been issued if the product is ultimately accepted. At any time, the Contractor may terminate this Agreement, in whole or in part, by giving the Contract Administrator sixty (60) days written notice. Such termination shall not relieve the Contractor of warranty or other Service obligations incurred under the terms of this Agreement. In the event of a cancellation, the Contractor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed and accepted.

B. Termination for Cause

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

C. A Purchasing Entity's Rights

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

D. The Contractor's Rights

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

9. Non-Appropriation

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

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

10. Shipment and Risk of Loss

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

obligations.

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

C. Unless otherwise arranged between the Purchasing Entity and Contractor, all shipments of Products shall be shipped **three-to-five day ground transportation** by a reliable and insured shipping company.

11. Warranties

A. The Contractor agrees to warrant and assume responsibility for each Product that it licenses, leases, or sells, to the Purchasing Entity under this Agreement. The Contractor acknowledges that the Uniform Commercial Code applies to this Agreement. In general, the Contractor warrants that:

1. The Product will do what the salesperson said it would do,
2. The Product will live up to all specific claims that the manufacturer makes in their advertisements,
3. The Product will be suitable for the ordinary purposes for which such Product is used,
4. The Product will be suitable for any *special purposes* that the Purchasing Entity has relied on the Contractor's skill or judgment to consider when it advised the Purchasing Entity about the Product,
5. The Product has been properly designed and manufactured, and
6. The Product is free of significant defects or unusual problems about which the Purchasing Entity has not been warned.
7. Exhibit A contains additional warranties in effect as of the date of this Agreement. The following is a list of the warranties attached as **Exhibit A**:
 - a) **(Insert title)**
 - b) **(Insert title)**
 - c) **(Insert title)**

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

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

12. Patent, Copyright, Trademark and Trade Secret Indemnification

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

the amount of the judgment. To qualify for such defense and/or payment, the Lead State or Participating or Purchasing Entity shall:

1. Give the Contractor prompt written notice of any claim;
 2. Allow the Contractor to control the defense or settlement of the claim; and
 3. Cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.
- B. If any Products or Service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:
1. Provide a Purchasing Entity the right to continue using the Products or Services;
 2. Replace or modify the Products or Services so that it becomes non-infringing; or
 3. Accept the return of the Products or Service and refund an amount equal to the depreciated value of the returned Products or Service, less the unpaid portion of the purchase price and any other amounts, which are due to the contractor. The Contractor's obligation will be void as to any Products or Services modified by the Purchasing Entity to the extent such modification is the cause of the claim.

13. Price Guarantees

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

14. Product and Service Schedule

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

- A. The PSS prices for Products and services will conform to the guaranteed prices discount levels on file with Contract Administrator.
- B. The Contractor may change the price of any Product or Service at any time, based upon baseline price changes, but the guaranteed price discount levels shall remain unchanged during the agreed period unless or until prior approval is obtained from the Contract Administrator.
- C. The Contractor may make model changes; add new Products, and Product upgrades or Services to the PSS at any time. The pricing for these changes shall incorporate, to the extent possible, comparable price discount levels approved by the Contract Administrator for similar Products or Services.
- D. The Contractor agrees to delete obsolete and discontinued Products from the PSS on a timely basis.
- E. The Contractor shall maintain the PSS on a Contractor supplied Internet web site.

15. Product Substitutions

A. Substitution of units/configurations

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

B. Addition of units/configurations

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

16. Technical Support

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

17. Takeback/Environment/Energy Efficiency Programs

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

A. Takeback:_____

B. Environment:_____

C. Energy Efficiency:_____

18. Product Delivery

Contractor agrees to deliver Products to Purchasing Entities within (insert number of days) (X) days after receipt of a valid Purchase Order.

19. Force Majeure

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

20. Records and Audit

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

21. Independent Contractor

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

22. Use of Servicing Subcontractors

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

- A. Servicing Subcontractors shall be identified individually or by class in the applicable Participating Addendum. All Purchasing Entity payments for Products or Services shall be made directly to the Contractor.

23. Payments to Subcontractors

In the event the Contractor hires subcontractors to perform all or some of the duties of this Contract, the Contractor understands that Minn. Stat. § 16A.1245 requires that any such subcontractor be paid within ten (10) days of the Contractor's receipt of payment from the State for undisputed services provided by the subcontractor. The Contractor agrees to take all steps necessary to comply with said statute. A consultant is a subcontractor under this Contract. In the event the Contractor fails to make timely payments to a subcontractor, the State may, at its sole option and discretion, pay a subcontractor any amounts due from the Contractor for work performed under this Contract and deduct said payment from any remaining amounts due the Contractor. Before any such payment is made to a subcontractor, the State shall provide the Contractor written notice that payment will be made directly to a subcontractor. The Contractor shall ensure that the subcontractor transfers all intellectual or industrial property rights, including but not limited to any copyright it may have in the work performed under this Contract, consistent with the intellectual property rights and ownership sections of this Contract. In the event the Contractor does not obtain the intellectual property rights of the subcontractor consistent with the transfer of rights under this Contract, the State may acquire such rights directly from the subcontractor. Any and all costs associated with such a direct transfer may be deducted from any amount due the Contractor.

24. Indemnification

The Contractor shall hold the Lead State, Participating Entities and its agencies and employees harmless and shall indemnify the Lead State, Participating Entities and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the contractor, its agents, officers, employees or subcontractors. Contractor shall not be liable for damages that are the result of negligence by the Lead State, Participating Entity, or its employees.

25. Amendments

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

law.

26. Scope of Agreement

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

27. Severability

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

28. Enforcement of Agreement/Waivers

- A. No covenant, condition, duty, obligation, or undertaking contained in or made a part of this Contract shall be waived except by the written consent of the parties. Forbearance or indulgence in any form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the other party. Until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, the other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.
- B. Waiver of any breach of any provision of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
- C. Neither party's failure to exercise any of its rights under this Contract will constitute or be deemed a waiver or forfeiture of those rights.

29. Web Site Maintenance

Contractor agrees to maintain and support an Internet website for access to the PSS, service selection assistance, problem resolution assistance, configuration assistance, Product descriptions, Product specifications and other aids in accordance with instructions provided by the Contract Administrator. In addition, Contractor may provide electronic commerce assistance for the electronic submission of Purchase Orders, purchase order tracking and reporting.

30. Equal Opportunity Compliance

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

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

31. Limitation of Liability

The Contractor's liability to a Purchasing Entity for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the Purchasing Entity's claim. The foregoing limitation does not apply to Paragraphs 12 and 24 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence. In no event shall the Contractor be liable for any indirect, special or consequential damages arising out of this Agreement or the use of the Products purchased by the Purchasing Entity hereunder.

32. Governing Law

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

33. Change in Contractor Representatives

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

34. Release

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

35. Confidentiality

- A. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Purchasing Entity.
- B. To the extent that the Contractor takes possession of and/or has access to the private, nonpublic, protected nonpublic, or confidential data of the State, the Contractor agrees to comply with the requirements of the Minnesota Government Data Practices Act (Minn. Stat. Ch. 13) in providing services under this Contract. The Contractor agrees that all material submitted to the State are subject to the Minnesota Government Data Practices Act and provisions of Minn. Stat. Ch. 16C relating to disclosure of documents. The Contractor agrees to indemnify, save, and hold the State of Minnesota, its agents and employees, harmless from all claims arising out of, resulting from or in any manner

attributable to its violation of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce this provision of this Contract. In the event that the Contractor subcontracts any or all of the work to be performed under this Contract, the Contractor shall retain responsibility under the terms of this paragraph for such work.

36. Organizational Conflicts of Interest

- A. The Contractor warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are not relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:
- a Contractor is unable or potentially unable to render impartial assistance or advice to the State;
 - the Contractor's objectivity in performing the work is or might be otherwise impaired; or
 - the Contractor has an unfair competitive advantage.
- B. The Contractor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Contract. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to the Contract Administrator, the State may terminate the Contract for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contractor," and "Contract Administrator" modified appropriately to preserve the State's rights.

37. Replacement Parts

Unless otherwise restricted in a Participating Addendum or maintenance service agreement, replacement parts may be refurbished.

38. FCC Certification

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

39. Site Preparation

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

40. Assignment

- A. The Contractor shall not sell, transfer, assign, or otherwise dispose of this Contract or any portion hereof or of any right, title, or interest herein without the prior written consent of the State's authorized agent. Such consent shall not be unreasonably withheld. The Contractor shall give written notice to the State's authorized agent of such a possibility at least 30 days prior to the sale, transfer, assignment, or other disposition of this Contract. Failure to do so may result in

the Contractor being held in default. This consent requirement includes reassignment of this Contract due to a change in ownership, merger, or acquisition of the Contractor or its subsidiary or affiliated corporations. This section shall not be construed as prohibiting the Contractor's right to assign this Contract to corporations to provide some of the services hereunder. Notwithstanding the foregoing acknowledgment, the Contractor shall remain solely liable for all performance required and provided under the terms and conditions of this Contract.

41. Contract Administrator

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

- A. The Contract Administrator may provide instructions concerning the contents of the Contractor's website.
- B. The Contract Administrator will facilitate dispute resolution between the Contractor and Purchasing Entities. Unresolved disputes shall be presented to the State for resolution.
- C. The Contract Administrator shall promote and support the use of this Agreement by NASPO members and other Participating Entities.
- D. The Contract Administrator shall advise the State regarding the Contractor's performance under the terms and conditions of this Agreement.
- E. The Contract Administrator shall receive and approve quarterly price agreement utilization reports and the administration fee payments.
- F. The Contract Administrator shall periodically verify the Product and Service prices in the PSS conform to the Contractor's volume price and other guarantees. The Contract Administrator may require the Contractor to perform web site audits to accomplish this task.
- G. The Contract Administrator shall conduct annual Contractor performance reviews.
- H. The Contract Administrator shall maintain an Agreement administration website containing timely and accurate information.

42. Survival

Certain paragraphs of this agreement including but not limited to Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; Limit of Liability; Governing Law; Audits; and Publicity shall survive the expiration of this agreement. Software licenses, warranty and service agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

43. Succession

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

44. Notification

- A. If one party is required to give notice to the other under the Contract, such notice shall be in writing and shall be effective upon receipt. Delivery through the US Postal service shall be deemed as delivered three business days after being mailed. Delivery may be by certified United States mail, or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed

by the receiving party. All notices shall be addressed as follows:

To MMD:

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

To Contractor:

(Insert name and address)

- B. Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph 45. The carrier for mail delivery and notices shall be the agent of the sender.

45. Administration Reporting and Fees

- A. The Contractor agrees to provide periodic utilization reports to the Contract Administrator in accordance with the following schedule:

| <u>Period End</u> | <u>Report Due</u> |
|-------------------|-------------------|
| June 30 | July 31 |
| September 30 | October 31 |
| December 31 | January 31 |
| March 31 | April 30 |

- B. The periodic report shall include the net (gross sales minus returns) sales for the period subtotaled by Purchasing Entity name, within the Purchasing Entity's state name. The report shall be accompanied with a check payable to Western States Contracting Alliance for an amount equal to one-twentieth of one percent (0.0005) of the net sales for the period.
- C. The Contractor agrees to include all Reseller Agent sales in the periodic utilization reports described above. In addition, the Contractor agrees to provide a supplemental Reseller Agent utilization report of the net sales for the period subtotaled by Purchasing Entity name, within Purchasing Entity state name by Reseller Agent Name.
- D. The Contractor agrees to provide with the quarterly utilization report a supplemental report of the number and type of units taken back within state

name.

- E. The utilization reports shall be submitted to the Contract Administrator via electronic mail in a Microsoft Excel spreadsheet format.
- F. If requested by the Contract Administrator, the Contractor agrees to provide supporting Purchase Order detail records on mutually agreed magnetic media in a mutually agreed format.
- G. The failure to file the utilization reports and fees on a timely basis shall constitute grounds for the removal of the Contractor's primary representative, suspension of this Agreement or termination of this Agreement for cause.

46. Default and Remedies

- A. Any of the following shall constitute cause to declare this Agreement or any order under this Agreement in default:
 - 1. Nonperformance of contractual requirements; or
 - 2. A material breach of any term or condition of this Agreement.
- B. A written notice of default, and an opportunity to cure, shall be issued by the party claiming default, whether the Lead State (in the case of breach of the entire Agreement), a Participating Entity (in the case of a breach of the participating addendum), the Purchasing Entity (with respect to any order), or the Contractor. Time allowed for cure shall not diminish or eliminate any liability for liquidated or other damages.
- C. If the default remains after the opportunity for cure, the non-defaulting party may:
 - 1. Exercise any remedy provided by law or equity;
 - 2. Terminate the Agreement, a Participating Addendum, or any portion thereof, including any Purchase Orders issued against the Agreement;
 - 3. Impose liquidated damages, as specified in a Participating Addendum;
 - 4. In the case of default by the Contractor, and to the extent permitted by the law of the Participating State or Purchasing Entity, suspend Contractor from receiving future solicitations.

47. Audits

- A. The Contractor agrees to assist the Contract Administrator or designee with web site Product and pricing audits based on mutually acceptable procedures.
- B. The Contractor agrees to assist Participating Entities with invoice audits to ensure that the Contractor is complying with this Agreement in accordance with mutually agreed procedures set forth in the Participating Addendum.

48. Extensions

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

49. Sovereign Immunity

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

50. Ownership

- A. **Ownership of Documents/Copyright.** Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms, prepared by the Contractor in the performance of its obligations under the Contract and paid for by the State shall be the exclusive property of the State and all such material shall be remitted to the State by the Contractor upon completion, termination or cancellation of the Contract. The Contractor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contract's obligations under the Contract without the prior written consent of the State.
- B. **Rights, Title and Interest.** All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trade marks, and service marks in the said documents that the Contractor conceives or originates, either individually or jointly with others, which arise out of the performance of the Contract, will be the property of the State and are, by the Contract, assigned to the State along with ownership of any and all copyrights in the copyrightable material. The Contractor also agrees, upon the request of the State, to execute all papers and perform all other acts necessary to assist the State to obtain and register copyrights on such materials. Where applicable, works of authorship created by the Contractor for the State in performance of the Contract shall be considered "works for hire" as defined in the U.S. Copyright Act.

51. Prohibition Against Gratuities

- A. The State may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Contract if it is found by the State that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor or any employee, agent, or representative of the Contractor to any officer or employee of the State with a view toward securing this Contract, or securing favorable treatment with respect to the award or amendment of this Contract, or the making of any determinations with respect to the performance of this Contract.
- B. The Contractor certifies that no elected or appointed official or employee of the State has benefitted or will benefit financially or materially from this Contract. This Contract may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned individuals from the Contractor, its agent, or its employees.

52. Antitrust

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

53. Right to Publish

- A. Any publicity given to the program, publications or services provided resulting from the Contract, including but not limited to notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor, or its employees individually or jointly with others, or any

subcontractors or resellers shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Contract prior to its approval by the Contract Administrator.

- B. The Contractor shall not make any representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of this Contract without the prior written consent of the Contract Administrator. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

54. Performance While Dispute is Pending

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

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

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

PARTICIPATING ADDENDUM

COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES

(Contractor's Name) MASTER PRICE AGREEMENT

(Contract Number)

(Participating Entity Name)

1. Scope

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

2. Changes:

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

3. Primary Contact:

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

Name

Participating Entity Name

Address

Telephone:

Fax:

E-mail:

4. Servicing Subcontractors:

The following servicing contractors are authorized:

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

This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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

Signatures as required by State Statutes, Rules or Policies

APPENDIX C

PRICING CONFIGURATION FORMS

BAND 1 - SERVER ONE

Price Configuration Form One

MINIMUM REQUIREMENTS

Application: File/Print Server

Type: Rack

Processors: 2 Processors Max - 1 Processor Included

Processor: 2.6 Xeon (or equivalent)

Cache: 512K

Memory: 512K MB RAM 266Mhz SDRAM

Graphics: integrated – in the box

Storage: RAID 72 GB (or equivalent)

Operating System (Intel based equipment): Windows Server 2003 (or equivalent)

Operating System (Other, UNIX, LINUX, etc.):

Warranty: 3 year parts and labor, 3 years On-site at St. Paul, Minnesota (for costing estimates)

Takeback: \$_____ Pick Up/Ship From In St. Paul, Minnesota (for costing estimates)

TOTAL CONFIGURATION PRICE \$ _____

Cross Reference to PSS Item number (s): _____

BAND 1 - MID-RANGE SERVER TWO

Price Configuration Form Two

MINIMUM REQUIREMENTS

Application: Mid-Range

Type: Rack

Processors: 1.2 GHz Minimum - Two Processors Included

Processor: 2.8 Xeon (or equivalent)

Cache: 512K per processor

Memory: 2 GB RAM 266 Mhz SDRAM

System Controller: SCSI

Internal Storage: Two 36 GM Hard Drives

Storage: RAID, Dual Channel 2X72GB

Software (Intel based equipment): MS Server 2003 (or equivalent)

Operating System (Other, UNIX, LINUX, etc.):

Warranty: 3 year parts and labor, 3 years On-site at St. Paul, Minnesota (for costing estimates)

Takeback: \$ _____ Pick Up/Ship From In St. Paul, Minnesota (for costing estimates)

TOTAL CONFIGURATION PRICE \$ _____

Cross Reference to PSS Item number (s): _____

BAND 2 - DESKSTOP

Price Configuration Form Three

MINIMUM REQUIREMENTS

Processor: Single Intel 2.6/533FSB (or equivalent)

Cache: 512K

Memory: 256MB

Monitor: 17" Flat Screen CRT Color Monitor

Graphics: Graphics Accelerator 4MB AGP (or equivalent)

Sound: Integrated Sound Card

Video: Integrated Video Card

Hard Drive: 60+/- GB, 7200 RPM, ATA

Floppy Drive: 3.5" 1.44MB Diskette Drive

CD -ROM: 32X Speed

Network: Integrated 10/100/1000

Keyboard: 104+ Keyboard

Mouse: Two-Button PS2 Scroll Mouse (or equivalent)

Operating System: Microsoft Windows 2000/XP-Pro (or equivalent)

Operating System (Other, UNIX, LINUX, etc.):

Warranty: 3 year parts and labor, 3 year On-site St. Paul, Minnesota

Takeback: \$ _____ Pick up/Ship From at St. Paul, Minnesota

TOTAL CONFIGURATION PRICE \$ _____

Cross Reference to PSS Item number (s): _____

BAND 2 - LAPTOP

Price Configuration Form Four
MINIMUM REQUIREMENTS

Processor: Single Intel Pentium M1.6 GHz (Banias Chipset)

Memory: 256 MB

Cache: 0

Screen: 14" or larger Color Display with 1024X768 resolution

Network: Integrated 56K Modem/ 10/100 Ethernet, wireless upgradeable

Hard Drive: 40 GB

Floppy Drive: 3.5" 1.44MB Diskette Drive, two spindle box

CD -ROM: 24X Speed

Sound: 16 Bit Integrated Sound Card with build in speakers

Operating System: Microsoft Windows 2000 or XP-PRO (or equivalent)

Operating System (Other, UNIX, LINUX, etc.):

Warranty: 1 year parts and labor, Off-site

Takeback: \$ _____ Pick up/Ship From at St. Paul, Minnesota (for costing estimates)

TOTAL CONFIGURATION PRICE \$ _____

Cross Reference to PSS Item number (s): _____

BAND 2 - TABLET PC

Price Configuration Form Five
MINIMUM REQUIREMENTS

Processor: Single Intel Pentium M1.6 GHz (Banias Chipset)

Memory: 256 MB

Cache: 0

Screen: 14" or larger Color Display with 1024X768 resolution

Network: Integrated 56K Modem/ 10/100 Ethernet, wireless upgradeable

Hard Drive: 40 GB

Floppy Drive: 3.5" 1.44MB Diskette Drive, two spindle box

CD -ROM: 24X Speed

Sound: 16 Bit Integrated Sound Card with build in speakers

Operating System: Microsoft Windows 2000 or XP-PRO (or equivalent)

Warranty: 1 year parts and labor, Off-site

Takeback: \$ _____ Pick up/Ship From at St. Paul, Minnesota (for costing estimates)

TOTAL CONFIGURATION PRICE \$ _____

Cross Reference to PSS Item number (s): _____

BAND 3 - PRINTER - HIGH SPEED LASER

Price Configuration Form Six MINIMUM REQUIREMENTS

Application: 75-150+ users

Type: Black and White

Speed: 80 ppm

Quality: 1200 dpi *Image Quality*

Connect: Networked

Media Sizes: Letter, Legal, index card, #10 Envelopes

Memory: 256 MB

Warranty: 3 year parts and labor, On-site Santa Fe, New Mexico

Takeback: \$ _____ Pick up/Ship From St. Paul, Minnesota (for costing estimates)

TOTAL CONFIGURATION PRICE \$ _____

Cross Reference to PSS Item number (s): _____

BAND 3 - PRINTER - MEDIUM SPEED LASER

Price Configuration Form Seven MINIMUM REQUIREMENTS

Application: 20-50 user

Type: Black and White

Speed: 40 ppm

Quality: 1200 dpi *Image Quality*

Connect: Networked

Media Sizes: Letter, Legal, index card, #10 Envelopes

Memory: 128 MB

Warranty: 3 year parts and labor, On-site Santa Fe, New Mexico

Takeback: \$ _____ Pick up/Ship From at St. Paul, Minnesota (for costing estimates)

TOTAL CONFIGURATION PRICE \$ _____

Cross Reference to PSS Item number (s): _____

BAND 3 - PRINTER - DESKTOP LASER

Price Configuration Form Eight
MINIMUM REQUIREMENTS

Application: Single User

Type: Black and White

Speed: 20 ppm

Quality: 1200 dpi *Image Quality*

Connect: Local, IEEE 1284 Compliant bi-directional parallel LIO Adaptor, USB

Media Sizes: Letter, Legal, index card, #10 Envelopes

Memory: 16 MB

Warranty: 3 year parts and labor, On-site at St. Paul, Minnesota (for costing estimates)

Takeback: \$ _____ Pick up/Ship From St. Paul, Minnesota (for costing estimates)

TOTAL CONFIGURATION PRICE \$ _____

Cross Reference to PSS Item number (s): _____

BAND 3 - PRINTER - PORTABLE (LAPTOP) - INK

Price Configuration Form Nine
MINIMUM REQUIREMENTS

Application: Single User

Type: Black and White

Speed: 20 ppm

Quality: 1200 dpi *Image Quality*

Connect: Local, IEEE 1284 Compliant bi-directional parallel LIO Adaptor, USB

Media Sizes: Letter, Legal, index card, #10 Envelopes

Memory: 8 MB

Warranty: 3 year parts and labor, On-site St. Paul, Minnesota (for costing estimates)

Takeback: \$_____ Pick up/Ship From St. Paul, Minnesota (for costing estimates)

TOTAL CONFIGURATION PRICE \$ _____

Cross Reference to PSS Item number (s): _____

BAND 4 - AUXILIARY STORAGE

Price Configuration Form Ten - (add counter for each component(s)/units(s) proposed)
The following information MUST be completed for each component(s)/unit(s) proposed.

Narrative:

Please provide a descriptive Narrative on the Type of Mass Storage device that you are proposing. Your narrative should included the following:

- Integration services that are being proposed;
- Recommended Operating System (identify if your solution is an open architecture solution);

Configuration and Cost

Please complete the following for **EACH** device proposed.

| Tape Drive/auto Loader Type | Operating System/Platform | Capacity | Media Type | Cost |
|------------------------------------|---------------------------|----------|------------|------|
| | Operating System/Platform | Model | | Cost |
| Base Capacity | | | | |
| RAID 0-Stripping | | | | |
| RAID 0+1-Mirroring | | | | |
| RAID 5 Distributed Parity | | | | |
| RAID ⁿ Drive Redundancy | | | | |
| Cost per GB RAID 5 | | | | |
| CPU | | | | |
| Storage Interfaces | | | | |
| Network Interface | | | | |
| RAID Levels | | | | |

Cross Reference to PSS Item number (s): _____

BAND 5 - PDAs

Price Configuration Form Eleven - (add counter for each device proposed)
The following information MUST be completed for each device proposed.

Please complete the following for **EACH** device proposed.

| Specifications | Response |
|---|-----------------|
| Product Description | |
| Audio Output | |
| Built-in Memory | |
| Input Device | |
| Case/Cover | |
| Expansion Card | |
| OS | |
| RAM | |
| Processor | |
| Power (ex AC 110V (60 Hz)) | |
| Rechargeable Batteries | |
| Wireless Connectivity (Fax, internet, etc..) | |
| Screen (display) (ex. Active Matrix) | |
| System Requirements | |
| Size | |
| | H |
| | W |
| | D |
| Weight | |
| Cost | |

Cross Reference to PSS Item number (s): _____

APPENDIX D

Mandatory Requirements Checklist

- Yes / No** Complete Distribution List Response Form (Appendix A) and deliver the completed form to the Contract Administrator by 2:30 p.m., CST, 20 February 2004.
- Yes / No** Responders shall deliver one original and two (2) identical copies of their proposal to the Contract Administrator to the location specified Section II, Paragraph B6 on or before the closing date and time for receipt of proposals. Two (2) additional, identical copies shall be delivered to each state representative as specified in Section II, Paragraph B6.
- Yes / No** The proposal must be organized and indexed as specified in Paragraph III.C.1.
- Yes / No** Each proposal must be accompanied by a letter of transmittal. This letter of transmittal MUST:
- a) identify the submitting organization;
 - b) identify the name and title of the person authorized by the organization to contractually obligate the organization;
 - c) identify the name and title of the person authorized to negotiate the contract on behalf of the organization;
 - d) identify the names, titles, and telephone numbers of persons to be contacted for clarification;
 - e) explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C.1;
 - f) be signed by the person authorized to contractually obligate the organization; and
 - g) acknowledge receipt of any and all amendments to this RFP.

SPECIFICATIONS (Mandatory)

- Yes/No** Corporate Overview
Responders provide a brief history and description of their company including but not limited to Facilities, Personnel, State Contracts, Organization, Complaint Resolution, Preference Programs, and Agent Reseller Usage.
- Yes / No** Product and Services Delivery Overview
Responders must, at a minimum, manufacture and offer a server with the configuration as defined in Appendix C, Cost Response Form One. Responders must thoroughly describe the breadth of their Product and Service offerings: Computing Equipment, Operating Systems, Peripherals, Software.

- Yes / No** Reporting
Responders must agree to provide quarterly utilization reports to the agreement Administrator based upon the schedule and minimum content as described in Paragraph 46 of the Price Agreement, Appendix B. Responders must describe their ability and commitment to meet this requirement and include a sample quarterly report with the proposal.
- Yes / No** Electronic Commerce
Responders must describe their ability to provide and maintain, at a minimum, an Internet web site that contains the complete PSS, the URL plus a description of electronic processing and auditing.
- Yes / No** Primary Account Representative
Responders must identify by name and location both the proposed primary account representative who will be responsible for the performance of the Master Price Agreement. A resume must be included for the named individual.
- Yes / No** References
Responders must submit five (5) written letters of reference from current or previous states or other larger governmental (not federal) entities that have or are currently receiving similar products and services to those proposed by the Responder for this solicitation. In addition to the letter of reference, each reference must include the name of the contact person, street address, telephone number, e-mail address and description of products and services provided.
- Yes / No** Rollout and Marketing Plan
Responders must submit a thorough rollout plan as part of the proposal. At a minimum, the response should include a description of the methodology (mailings, meetings, seminars, press releases, personal contacts) proposed, dates and location of activities, and a Gantt chart including tasks to be performed and the timeframe for the completion of each task.
Responder must identify the contracting personnel who will be assisting states with the completing and processing of Participating Addenda. A resume must be included in the Responders proposal for the first five named individuals.
- Yes/No** Website Demonstration
If selected as a Finalist, Responders agree to demonstrate the proposed website (the one actually proposed to be used for Purchasing Entities). The proposed primary account manager or representative is expected to conduct the presentation to demonstrate their Internet web site functions to the Evaluation Committee. A statement of acknowledgement and concurrence with this requirement is required.

Yes / No Pricing Level and Guarantee

Responders must submit with their proposal a narrative that describes the baseline (published) pricing and the initial pricing level discount that is proposed, by type or category of Products and services as reflected in the PSS. The response to this specification must be in the form of a percentage discount from a published or base line price listing. Responders must describe the base line pricing and provide information where the baseline pricing may be accessed and verified. In addition, Responders holding federal General Services Administration contracts shall provide the corresponding GSA percentage discount from the same baseline.

Yes / No Products and Services Schedule

Responders must submit with their proposals a complete Product and Services Schedule including all the Services and Equipment offered for education, state and local government procuring agencies at the initial pricing level stated in response to the previous specification. The PSS may be submitted in Microsoft Word or Excel format on 3.5 inch diskettes or a CD-ROM or web page (provide URL).

Yes / No Revised Price Agreement/Proposal on Diskette

Responders must submit with their proposal 3.5" diskette (s) or CD-ROM that contains the proposed revised Master Price Agreement terms and conditions and the entire proposal. Both documents shall be in Microsoft Word format. The revised Master Price Agreement shall have the changes highlighted.

Yes / No Financial Strength

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

Yes/No Takeback/Environmental Programs

Responders must describe their Equipment Takeback/recycling program by addressing each of the following: date the program is or will be in operation, type of Equipment, LAN hardware and/or Peripherals being taken back or proposed to be taken back, volume of Equipment being recycled/disposed or proposed, certificates of lawful disposal, disk storage cleaning, takeback charges by type of Equipment, compliance with the European Union's WEEE Directive requiring the recycle or reuse of old Equipment and compliance with federal or other regulatory authorities regarding disposal of electronic equipment.

Responders must describe their Product environmental improvement program in each of the following areas: reduction/minimization/avoidance of the use of toxic and hazardous constituents (cadmium, chromium, mercury, lead,); compliance with international directives such as the European Union's Directive "Restriction of Hazardous Substances", reduction of chlorinated plastics (PVC) and brominated flame retardants; certification by independent third party eco-labeling programs (TCO, Blue Angel, and Nordic Swan); and the migration to the use of recyclable, nontoxic packaging. Responders must specifically identify each Equipment or Peripheral model number that has been certified and the type of certification obtained. In addition, Responders must list the model numbers of units being submitted for certification as well a schedule for any remaining units. Finally, Responders must describe how certified units are labeled and identified as such on the web site.

Responders must describe their energy efficiency program (s) by identifying the Products that meets Energy Star or other recognized program for energy efficiency. In addition, Responders must describe how Products are identified as energy efficient on the units and on their web site.

Yes / No Cost (SEALED)

Responders must complete the Pricing Configuration Form(s) found in appendix C and submit them with their proposal.

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

RFP QUESTION FORM

Please use this form to ask questions about the RFP. Submit ONE form for each question. Answers to questions will be posted on the MMD website and will be sent to the Distribution List. Questions will NOT BE attributed, if the form and the instructions are followed. Dates for submission of questions and when answer will be provided are in Section II, Paragraph A of the RFP.

Firm:

Representatives Signature:

Date Submitted:

Question Number _____ : (number questions consecutively for your firm)

RFP Section/Paragraph/Appendix Reference _____ :

(provide the exact reference to the RFP section/paragraph/appendix being questioned - DO NOT reference "page number" since those change with each printer used to print the document)

Question: (be as specific and detailed, but brief, as possible, Minnesota will not provide opinion or interpretation of contract law or statute or law; Minnesota may choose not to respond to a question at its option and will simply say "Minnesota chooses not to respond.")

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

bernie.kopischke@state.mn.us

APPENDIX F

State Of Minnesota – Affirmative Action Data Page (For responses in excess of \$100,000 only)

If your response to this solicitation is in excess of \$100,000, please complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363.073) certification requirement, and to provide documentation of compliance if necessary. *It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract.*

How to determine which boxes to complete on this form:

| | B O X | B O X | B O X | B O X |
|--|-------------|-------------|-------------|-------------|
| Then you must complete these boxes... | X | X | X | X |
| On any single working day within the past 12 months, if your company... | A | B | C | D |
| Employed more than 40 full-time employees in Minnesota | ● | | | ● |
| Did not employ more than 40 full-time employees in Minnesota, but did employ more than 40 full-time employees in the state where you have your primary place of business | | ● | | ● |
| Did not employ more than 40 full-time employees in Minnesota or in the state where you have your primary place of business. | | | ● | ● |

BOX A - For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months

Your response will be rejected unless your business:

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

-or-

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

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

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

- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date) at _____ (time). [If you do not know when the Department received your Plan, contact the Department.] We acknowledge that the plan must be approved by the MDHR before any contract or agreement can be executed. **Proceed to BOX D.**

- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. *We acknowledge that our response will be rejected.* **Proceed to BOX D. Call the Minnesota Department of Human Rights for assistance.**

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

BOX B - For companies which *have not* had more than 40 full-time employees in Minnesota but *have* employed more than 40 full-time employees on any single working day during the previous 12 months in the state where they have their primary place of business

You may achieve compliance with the Minnesota Human Rights Act by certifying that you are in compliance with applicable Federal Affirmative Action requirements.

Check one of the following statements if you have not employed more than 40 full-time employees in Minnesota but you have employed more than 40 full-time employees on any single working day during the previous 12 months in the state where you have your primary place of business.

- We are not subject to Federal Affirmative Action requirements. **Proceed to BOX D.**
- We are subject to Federal Affirmative Action requirements, and we are in compliance with those requirements. **Proceed to BOX D.**

BOX C - For those companies not described in BOX A or BOX B

Check below. You are not subject to the Minnesota Human Rights Act certification requirement.

- We have not employed more than 40 full-time employees on any single working day in Minnesota or in the state of our primary place of business within the previous 12 months. **Proceed to BOX D.**

BOX D - For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder.

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

For further information regarding Minnesota Human Rights Act requirements, contact:

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

APPENDIX G

Trade Secret Information Form

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

All responders must select one of the following boxes:

- My bid/proposal **does not** contain "trade secret information." I understand that my entire bid/proposal will become public record in accordance with Minnesota Stat. §13.591.
- My bid/proposal **does** contain trade secret information because it contains data that:
 - A. is a formula, pattern, compilation, program, device, method, technique or process; **AND**
 - B. is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy; **AND**
 - C. derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

Complete only if trade secret status is asserted:

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

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

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

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

APPENDIX H

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION**

AFFIDAVIT OF NONCOLLUSION

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

1. That I am the responder (if the responder is an individual), a partner in the company (if the responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the responder is a corporation);
2. That the attached response for Personal Computer Equipment and Related Devices has been developed by the responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other responder of materials, supplies, equipment or services described in the RFP, designed to limit fair or open competition;
3. That the contents of the response have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the responses; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Authorized Signature: _____

Date: _____

Firm Name: _____

Subscribed and sworn to me this _____ day of _____

Notary Public

My commission expires _____

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

ENVIRONMENTAL PREFERENCE. A proportional preference of up to 10% will be given for **post-consumer** (PC) recycled content. (Note: No preference will be given for recycled content less than 10%.) For example, 90% recycled content would get a 9% preference, and 30% recycled content would get a 3% preference. The recycled content must be substantiated by the manufacturer's published document, such as a specification sheet or product brochure. The document must accompany the response in order to obtain the preference. **Claims of recycled content without valid documentation included in the response will not receive a preference.**

POST-CONSUMER RECYCLED CONTENT

If you want the preference for PC recycled content check here: Is documentation attached? Yes No

Claims of recycled content without valid documentation included in the response will not receive a preference.

If all items are the same recycled content percentage, record that here _____%

If the line items have different percentages, record the percentage per line here:

Line 1 _____%

Line 2 _____%

Line 3 _____%

Line 4 _____%

(Use a separate sheet if more lines are needed.)

The documentation must be clear and marked to show the applicable recycled content percentage. Failure to state the PC recycled content will result in no preference.

You can still mark your product with the environmental code RC and state a percentage of post-consumer content without documentation, but that will be used for reporting purposes and not to apply a preference.

ENVIRONMENTAL PRODUCTS AND SERVICES

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

EE = Energy Efficient
 LT = Less Toxic
 PB = Plant-based
 RB = Rebuilt
 RC = Recycled Content

EM = Remanufactured
 RE = Repair
 US = Used
 WC = Water Conserving
 MU = Multiple Codes Specify: _____

(post-consumer: _____ %)

TO = Other Specify: _____

RK = Reduced Packaging

NO = None

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

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

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

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

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

Does your product contain mercury? Yes No

If yes, list the components that contain mercury: _____

Environmental Codes Definitions

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX J

STATE OF MINNESOTA DEPARTMENT OF ADMINISTRATION MATERIALS MANAGEMENT DIVISION

TAXPAYER IDENTIFICATION

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

Firm Name: _____

Address: _____

Federal Employer ID Number or Social Security: _____

Minnesota State Tax ID Number: _____

Minnesota Vendor Registration Number: _____

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

Are you a sole proprietorship? Yes No

Are you an independent contractor? Yes No



REQUEST FOR PROPOSAL (RFP) ADDENDUM

Addendum No.: 1 Date of Addendum: February 25, 2004

Due Date, Time: March 25, 2004, 2:30 p.m., CST Revised Date, Time: No Change

Agency: State of Minnesota, NASPO, WSCA Acquisition Mgmt. Spec.: Bernadette Kopischke, CPPB

Title: Manufacturers of Personal Computer Equipment and Related Devices for the State of Minnesota, the Western States Contracting Alliance and the National Association of State Procurement Officials

SCOPE OF ADDENDUM

The following corrections/clarifications are hereby made a part of this RFP:

Page 3. Replace Section I with this new Section I.

I. INTRODUCTION

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

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

- personal computers (desktop workstations, laptops and mobile);
- small servers;
- storage solutions hardware for small LANS;
- individual or small shared printers; and
- limited peripherals to support desktop computing.

Contractors must provide warranty and maintenance services on ALL equipment that is offered and purchased through the resulting contracts. Delivery, support, warranty, and maintenance may be provided by the contract awardees using subcontractors. The contract awardee is still responsible for the timeliness and quality of all services provided by individual subcontractors. Subcontractor participation will be governed by individual Participating State procurement officials, who have the sole discretion to determine if they will accept services from a subcontractor. Contractors may offer, but participating states and entities do not have to accept, limited professional services related **ONLY** to the equipment and configuration of the equipment purchased through the resulting contracts.

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

“Educational” offerings, including special purpose educational software and hardware configurations included as part of the original purchase, are included in this RFP. The specific rules and restrictions of these “educational” offerings must be detailed in the response.

Page 14. Item 3. Deadline to Submit Written Questions. Change (See Section I, Paragraph D) to (Section I, Paragraph E).

Page 16. Item 7. Replace the existing Item 7 with this new item 7:

7. Qualified Responder Website Demonstrations

Responders whose responses are responsive to the mandatory requirements and who have been ranked as "qualified" by the evaluation committee will be invited to make a short, focused demonstration of the website they are proposing to use for support of the potential contracts to the Evaluation Committee on the date indicated in Section II, Paragraph A. These demonstrations will take place in Minneapolis, Minnesota and the rooms for the presentation will be provided by MMD. Arrangements for testing connections, etc. in the rooms will be coordinated with Qualified Responders by the Procurement Manager prior to the date of the demonstrations. Qualified Responders should plan for a short, focused demonstration that would NOT exceed 30 minutes in length, but might be as short as 10 minutes.

Page 19. Change Item C. General Requirements to Item D. General Requirements.

Page 19. Item 3. Contractor Responsibility. Change the word 'selected' to 'named' in the first line of the sentence.

Page 20. Item 11. Administration Fees. Change the sixth sentence to read: The Contractor may adjust PSS pricing up to the percentage of the additional fee to be paid to an individual State for purchases made by Purchasing Entities within the jurisdiction of that State (Ex. WSCA Administration Fee is .0005, the State of Minnesota fee could be .0025; therefore the Contractor could increase their PSS pricing by .002 for purchases made by entities within the State of Minnesota; but not by .003).

Page 28 & 29. Item B. Number of Copies. Change the references to Section II, Paragraph B6 to Section II, Paragraph B5.

Page 30. Item e. Change the reference to Section II, Paragraph C.1 to Section II, Paragraph D.1.

Page 31. Item c. State Contracts. A statewide price agreement is defined as a single price agreement that is available to all entities within the geographic borders of a State. It is not an accumulation of several price agreements to one or more entities within a State.

Page 31. Item 2. Products and Services Overview. Insert the word 'describing' between the words 'overview how' in the second sentence.

Page 31. Item 2. The correct letter for the first paragraph (Breadth of Offering) is 'a'. There is no letter 'b' under the Item.

Page 32. Operating Systems. Change the second sentence to read: "Responders must provide a summarized list of the operating systems that are proposed for each of the Bands listed above.

Page 33. Item 3.a. WSCA Reporting. Change the reference to Paragraph 46 to Paragraph 45.

Page 34. Item 6. References. Change the list of states where references are not to be included to read as follows: Alaska, Arkansas, Arizona, Georgia, Iowa, Louisiana, Minnesota, New Mexico, or Oregon.

Page 35. Item 9. Pricing Level and Volume Discount Guarantees. Delete the last sentence of the first paragraph that referred to GSA contracts.

Page 38. The list of possible points for each portion of the response should have been listed after Section V, Item A..

Page 39. Item 2.a. Breadth of Offering. Change the available points for Software to 20 points and for LAN to 25 points.

Page 40. Item 4.b. Auditing. Delete the last sentence concerning additional points for Contractor auditing tools.

Page 41. Item C. Evaluation Process.

Item 2. Change the reference to Section II, Paragraph B.7 to Section II, Paragraph B.6.

Item 3. Change the reference to Section II, Paragraph C.17 to Section II, Paragraph D.17.

Item 4. Change the reference to Section II, Paragraph C.25 and Paragraph C.26 to Section II, Paragraph D.25 and D.26.

Page 42. Item 5. Change the reference to Section II, Paragraph B.11 to Section II, Paragraph B.10.

Page 43. Appendix A. Change the first sentence to read: We request to be included ..., and ending with Appendix J of this Request for Proposal. This Appendix can be submitted with the response to the RFP. It need not be returned prior to the submission date for a vendor's response to be considered.

Page 46. Item 5.E. Order of Precedence. Delete the reference to document 40-00064.

Page 47. Item 7. Agreement Term. Change this paragraph to read: Pursuant to Minnesota law, the term of this Agreement shall be effective upon the date of final execution by the State of Minnesota or on September 1, 2004, whichever is later, through _____(3 years). The Agreement may be mutually renewed for two (2) additional one-year terms unless terminated pursuant to the terms of this Agreement.

Page 49. Item 10.C. Change this paragraph to read: Unless otherwise arranged between the Purchasing Entity and Contractor, all shipments of Products should be shipped **three-to-five day transportation** by a reliable and insured shipping company.

Page 49. Item 12.A. Change the second sentence to read: In addition, if any third party obtains a judgment against a Purchasing Entity based upon the Contractor's trade secret infringement relating to any Product or Service provided under this Agreement, the Contractor agrees to reimburse the Purchasing Entity for all costs, attorneys' fees and the amount of the judgment.

Page 64. Band 1 - Server One. Change the specifications for the memory to read: 512 MB RAM 266Mhz SDRAM.

Page 70. Band 3 - Printer - High Speed Laser. Change the Warranty information to read: 3 year parts and labor, On-site at St. Paul, Minnesota (for costing estimates).

Page 71. Band 3 - Printer - Medium Speed Laser. Change the Warranty information to read: 3 year parts and labor, On-site at St. Paul, Minnesota (fr costing estimates).

Page 76. Appendix D. Second Paragraph. Change the references to Section II, Paragraph B6 to Section II, Paragraph B5.

Page 76. Appendix D. Fourth Paragraph. Change the reference to Section II, Paragraph C.1 to Section II, Paragraph D.1.

Page 77. Appendix D. First Paragraph. Change the reference to Paragraph 46 to Paragraph 45.

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

RESPONDER NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____



REQUEST FOR PROPOSAL (RFP) ADDENDUM

Addendum No.: 2

Date of Addendum: March 10, 2004

Due Date, Time: March 25, 2004, 2:30 p.m. CST

Revised Date, Time: _____

Agency: State of Minnesota, NASPO, WSCA

Acquisition Mgmt. Spec.: Bernadette Kopischke, CPPB

Title: Manufacturers of Personal Computer Equipment and Related Devices for the State of Minnesota, the Western States Contracting Alliance and the National Association of State Procurement Officials

SCOPE OF ADDENDUM

On the following pages are the questions that were received by the deadline and their respective answers.

There are four documents that you can also download that are referred to in this Addendum.

RFP in Word Format -

<http://www.mmd.admin.state.mn.us/doc/WSCANASPORFP9Feb04c.doc>

RFP Pricing Sheets in Excel Format -

<http://www.mmd.admin.state.mn.us/xls/WSCANASPORFPPricingForms.xls>

European Directives -

<http://www.mmd.admin.state.mn.us/pdf/rfpEUDirective27Jan2003.pdf>

<http://www.mmd.admin.state.mn.us/pdf/rfpEUWEEEDirective27Jan2003.pdf>

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

RESPONDER NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

Q.1. This vendor would like to request that the RFP be provided in an editable soft copy format. This would enable us to more easily prepare our proposal in the format requested.

A.1. The RFP in Word format is linked to this Addendum at:

<http://www.mmd.admin.state.mn.us/doc/WSCANASPORFP9Feb04c.doc>.

The Pricing Pages in Excel are linked to this Addendum at:

<http://www.mmd.admin.state.mn.us/xls/WSCANASPORFPPricingForms.xls>.

- Q.2. Section I Introduction. A - Intent and Purpose of this Request for Proposals (RFP). Paragraph 3. The RFP indicates that the procurement had been organized into bands of related items, that responders may respond to any or all bands and that there will be limited multiple awards for each band. Please reveal the evaluation criteria for the award of Bands 2 Tablet PC, Band 3 for 3 of the 4 Printers, Band 4 Storage Solution and Band 5 PDA's.
- A.2. The evaluation points for each Band have been revised and are listed later in this Addendum.
- Q.3. Section I Introduction. A - Intent and Purpose of this Request for Proposals (RFP). Paragraphs 5 and 6. This section of the RFP clearly indicates the stated intent to limit the scope, the configuration valuation, services, and quantities delivered to the boundaries of personal computers. In this light, it is not understood why this tenant has been violated with the solicitation of general-purpose software products, LAN equipment and software, related optional services, servers, and auxiliary storage. Recommend these items be deleted from the RFP.
- A.3. The State of Minnesota chooses not to respond.
- Q.4. Section I Introduction. A - Intent and Purpose of this Request for Proposals (RFP). Paragraphs 5 through 8. The RFP restricts the scope and purpose to an unreasonable degree and proposes a procurement vehicle that limits the attractiveness of WSCA membership for many of the existing membership as well as potential users of the resulting contract. Since late 1999, this company had been discussing the scope of the current contract iteration with the State of New Mexico and other WSCA members - both existing and potential. In these discussions, we were very supportive of WSCA and shared the perspective of many States that their single State agreements could be discontinued and greater reliance laced upon WSCA as a buying vehicle. The benefits of such an approach were well understood in terms of staffing economies, economic leverage and a more uniform was of doing business by both government and industry. The limits imposed by the RFP will not permit the membership to enjoy these foreseen benefits. Recommend that the WSCA Directors reevaluate their decision and amend the RFP to permit the acquisition of a much broader range of products and services.
- A.4. The State of Minnesota chooses not to respond.
- Q.5. Section I Introduction. A - Intent and Purpose of this Request for Proposals (RFP). Paragraph 7. The restrictions imposed for a "state configuration" where the value exceeds \$500,000 appears to prevent WSCA members from economic benefits of a free and open competition. In that the population of "pool of contract awardees" was selected with a set of criteria designed for small, individual acquisitions not greater than a targeted \$25,000. Recommend that WSCA not pursue that satisfaction of any "state configuration" requirements and that individual procurements be initiated for all "state procurements" to gain the most economic solution.
- A.5. The State of Minnesota chooses not to respond.
- Q.6. Section II Conditions Governing the Procurement, A - Sequence of Events. It is noted that there are no provisions for a Bidders Conference for potential responders. In view of the modifications made to the solicitation as put forth by the State of New Mexico upon behalf of WSCA and NASPO, a provision for a Bidders Conference is considered appropriate. Request a Bidders Conference be scheduled as soon as possible to permit an open dialogue between potential responders and the Government.
- A.6. There will be no Bidders conference.
- Q.7. Section IV Specifications, B - Technical Specifications, Item 2. a. Computing Equipment, Operating Systems. Please define the categories of processors for which the summarized list of operating systems must be provided.
- A.7. See Addendum No. 1 changing the language in this paragraph.
- Q.8. Section IV Specifications, B - Technical Specifications, Item 11.Revised Price Agreement/Proposal. This section, as well as other sections, requires the vendor to provide RFP documents in a Microsoft Word Format. Please provide the vendors a soft copy of the RFP document.
- A.8. See answer to question 1 in this Addendum.

- Q.9. Section V Evaluation, B - Evaluation Factors, Item 2.a. Breadth of Offering, Operating Systems, Software, and LAN. The RFP states that a maximum of 25 points will be awarded based upon the number and type of operating systems proposed, that a maximum of 25 points will be awarded based upon the number and type of general-purpose software products and that a maximum of 30 points will be awarded based upon the number, type and range of performance of the proposed LAN equipment and software. Please clarify the evaluation rationale in that these items which total 80 Points or almost 2/3s of the Breadth of Offering are not included in the Cost Evaluation of Item 15 whereas the Computing Equipment item (slightly more than 1/3) is the sole item evaluated for cost.
- A.9. The evaluation points have been revised and are listed later in this Addendum.
- Q.10. Section V Evaluation, B - Evaluation Factors, Item 15 - Cost. Request clarification of the desired Printer that will be included in the calculation of total cost. The reference states that the Printer (Pricing Configuration Form Five) would be included. The Pricing Configuration Form Five found in Section C is for Band 2 - Tablet PC.
- A.10. The evaluation points have been revised and are listed later in this Addendum.
- Q.11. Section V Evaluation, B - Evaluation Factors, Item 15 - Cost. Request clarification of the cost evaluation as it would appear that Band 2 Tablet PC, three of the four Band 3 Printers, Band 4 - Auxiliary Storage and Band 5 - PDAs are not included in the calculation of total cost. Is this interpretation correct? If this interpretation is correct, please clarify the purpose of the submission of these items as priced configurations.
- A.11. The evaluation points have been revised and are listed later in this Addendum.
- Q.12. Section I Introduction, A. Intent and Purpose of this Request for Proposal, 2nd Paragraph. This section states: "Contractors may offer, but participating states and entities do not have to accept, limited professional services related ONLY to equipment and configuration of equipment purchased through the resulting contracts."
- Section IV, B.2., Paragraph D (Value Added Services) allows Contractors to offer "optional Services contained in the definition of Services... not to include general consulting."
- Please clarify the difference between "optional Services" listed in Section IV, and "professional services" as described in Section I.
- A.12. Both types of services are defined in Section I, F. Definition of Terminology.
- Q.13. Section I Introduction, A. Intent and Purpose of this Request for Proposal, 4th Paragraph. This section states that there is a restriction on Educational offerings; however, Section IV, B.2., Paragraph D (Value Added Services) permits contractors to offer "training" as part of the Value Added Services. Please clarify the difference in "Educational offerings" and "Training" as described in the two sections referenced above.
- A.13. Educational offerings are product and price offerings to Educational entities, such as colleges and universities. Training is teaching an end user how to use a particular product.
- Q.14. Section I Introduction, A. Intent and Purpose of this Request for Proposal, 5th Paragraph. Section I states: "Additionally, it is NOT a reseller contract; it is the intent of this request for proposals to contract with equipment manufacturers." Appendix B, Paragraph 45, sub paragraph C States: "The Contractor agrees to include all Reseller Agent sales in the periodic utilization reports described above."
- There appears to be a conflict. Will the Contractor be allowed to have Reseller agents selling products and services to the State under this agreement? If yes, please define the term "Reseller."
- A.14. The Contractor will be allowed to have Reseller agents selling products and services within the limits set in the RFP. The term Reseller agent is synonymous with "Servicing Subcontractor" as defined in Section I, Item F. Definition of Terminology.
- Q.15. Section I Introduction, A. Intent and Purpose of this Request for Proposal, 6th Paragraph. This paragraph states: "In general, individual units/ configurations should not exceed \$50,000 each. It is the expressed intent of some Participating States to set this level not to exceed \$25,000 each."
- It is this contractors understanding that the restrictions listed in this paragraph only refer to the Appendix C, Pricing Configuration Forms, and do not apply to the contractors option to offer a complete Product and Services Schedule as part of this proposal. Please confirm.
- A.15. That is correct. Any limit set by any Participating Entity in any Participating Addendum applies to the purchases to be made by that entity. The limits are not simply for evaluation.
- Q.16. Section I Introduction, A. Intent and Purpose of this Request for Proposal, 6th Paragraph. This paragraph states: "In general, individual units/ configurations should not exceed \$50,000 each. It is the expressed intent of some Participating States to set this level not to exceed \$25,000 each."
- The current WSCA contract allows vendors to include their entire product list or associated products (large Servers, Storage, etc.) and this WSCA RFP may limit each system configuration to \$25,000. If the new WSCA RFP limits the size of configurations, is it WSCA's intention to release another RFP for large servers/storage (configurations over \$25,000)? If not, how does WSCA envision its client base procuring these types of

server/storage (configurations over \$25,000)?

- A.16. The limits will apply State by State. Individual Participating Entities continue to be free to procure anything they choose to using their existing authority.
- Q.17. Section I Introduction, A. Intent and Purpose of this Request for Proposal, 6th Paragraph. This paragraph states: "In general, individual units/ configurations should not exceed \$50,000 each. It is the expressed intent of some Participating States to set this level not to exceed \$25,000 each."
- Is the \$25,000 and \$50,000 limit a per line item (model number) limit or a total system configuration limit (multiple model numbers)?
- A.17. The limit is a total system configuration limit. This may include more than one model number, or a combination of hardware, software, and configuration to make the system work.
- Q.18. Section I Introduction, D. Scope of Procurement, 2nd Paragraph. This paragraph states: "The Master Price Agreements shall become effective on September 1, 2004 for a term of three (3) calendar years. The MMD reserves the option of extending the agreements on an annual basis for two (2) additional one-year terms or portions thereof. "This does not agree with Appendix B, Paragraph 7. Please clarify.
- A.18. This was clarified in Addendum No. 1. The original contract period is for three calendar years.
- Q.19. Section I Introduction, F. Definition of Terminology. Please define the following terms: Configuration; Unit.
- A.19. Depending on how the term configuration is used in a sentence, it can mean either the components of a system (all of the hardware, software, etc.), or it can mean the setup of the system for operation (which is a professional service). Unit means a specific product.
- Q.20. Section IV Specifications, B. Technical Specifications, 6. References. Is it correct that contractors can provide reference letters from the State of Louisiana, and not New York and New Mexico?
- A.20. The list of states was clarified in Addendum No. 1 to read: Alaska, Arkansas, Arizona, Georgia, Iowa, Louisiana, Minnesota, New Mexico, or Oregon.
- Q.21. Section IV Specifications, B. Technical Specifications, 14. Takeback/Environmental Programs. Please provide a copy or url link for the documents referenced in this section so this contractor can verify compliance with the required European Union Directives:
1. European Union's WEEE Directive
 2. European Union's Directive "Restriction of Hazardous Materials"
- A.21. The .pdf files are linked to this addendum at:
<http://www.mmd.admin.state.mn.us/pdf/rfpEUDirective27Jan2003.pdf>
<http://www.mmd.admin.state.mn.us/pdf/rfpEUWEEEDirective27Jan2003.pdf>
- Q.22. Section V Evaluation, 1. Corporate Overview, e. Agent Reseller Usage. Please clarify this evaluation heading of "Agent Reseller Usage" since it does not match the specification in Section IV Specifications, B. Technical Specifications, 1. Corporate Overview, "g. Subcontractor Usage."
- A.22. The term Agent Reseller or Subcontractor are synonymous with "Servicing Subcontractor" as defined in Section I, Item F. Definition of Terminology.
- Q.23. The RFP contains a "Participating Addendum" for "Computer Equipment, Software, Peripherals, and Related Services." Please clarify the difference in the title of the "Participating Addendum" and the RFP.
- A.23. The title of the Participating Addendum will be customized by the Participating Entity to reflect the applicable products and/or services covered by the addendum.
- Q.24. The RFP contains a "Participating Addendum" for "Computer Equipment, Software, Peripherals, and Related Services." Please confirm this contractor's understanding that the "Participating Addendum" is an example of the document which this contractor will have to negotiate with each participating State subsequent to the award of the Master Price Agreement?
- A.24. That is correct.
- Q.25. Appendix C, Band 3 - Printer - High Speed Laser and Band 3 - Printer - Medium Speed Laser. These Appendix C Band 3 Printer forms state that the Warranty is to be provided onsite in Santa Fe, New Mexico and the Takeback Program is to originate from St. Paul, Minnesota. Please clarify.
- A.25. This was clarified in Addendum No. 1 to read St. Paul, Minnesota in all instances.
- Q.26. Appendix C, Band 1 - Server One. Storage: RAID 72GB (or equivalent) is specified. Is this storage to be internal or external storage, since no internal storage is specified as it is in Appendix C, Band 1 - Mid-range Server Two.
- A.26. Internal.

- Q.27. Appendix C, Band 1 - Server One. Storage: RAID 72GB (or equivalent) is specified. Please clarify if the total amount of specified disk storage "excludes" overhead for mirrors and/or parity, or if the total amount of specified disk storage "includes" overhead for mirrors and/or parity?
- A.27. Includes.
- Q.28. Appendix C, Band 1 - Server One. Storage: RAID 72GB (or equivalent) is specified. Is it to be assumed that the requirement is for the root disk to be mirrored, since your specification seems to apply to the only disk(s) on the system?
- A.28. Correct, root disk is to be mirrored.
- Q.29. Appendix C, Band 1 - Mid-range Server Two. Storage: Channel 2X72GB is specified. Can this storage be internal to the system?
- A.29. Yes, internal.
- Q.30. Appendix C, Band 1 - Mid-range Server Two. Storage: Channel 2X72GB is specified. Should the specified 2 X 72 GB of disk be 1 X 72GB on each channel "or" that 2 X 72GB of disk is to be on one channel (with no disks configured on the second channel)? Please clarify.
- A.30. 1 x 72 on each channel.
- Q.31. Appendix C, Band 1 - Mid-range Server Two. Storage: Channel 2X72GB is specified. Are these two 72GB disks to be mirrored across the two channels? Please clarify.
- A.31. Correct, mirror both drives across two channels.
- Q.32. Appendix C, Band 1 - Mid-range Server Two. Storage: Channel 2X72GB is specified. Please clarify if the total amount of specified disk storage "excludes" overhead for mirrors and/or parity, or if the total amount of specified disk storage "includes overhead for mirrors and/or parity?
- A.32. Includes.
- Q.33. Appendix C, Band 1 - Server One. Storage: RAID is specified. Does Software RAID satisfy the RAID requirements or is Hardware RAID required?
- A.33. Hardware RAID is required.
- Q.34. Appendix C, Band 1 - Mid-range Server Two. Storage: RAID is specified. Does Software RAID satisfy the RAID requirements or is Hardware RAID required?
- A.34. Hardware RAID is required.
- Q.35. Appendix C, Band 1 - Server One. Storage: RAID is specified. Does RAID 1 (Mirroring) satisfy the RAID requirements or is the requirement for just RAID 5?
- A.35. RAID 5.
- Q.36. Appendix C, Band 1 - Mid-range Server Two. Storage: RAID is specified. Does RAID 1 (Mirroring) satisfy the RAID requirements or is the requirement for just RAID 5?
- A.36. RAID 5.
- Q.37. Appendix C, Band 1 - Mid-range Server Two. Storage: RAID is specified. Best practices for system administration require that a spare disk be available on the system or external storage so that a failed disk in a RAID volume (especially true for RAID 5) will be immediately rebuilt and put back into service using the spare disk. Do you want spare disks to be included in the configuration quote?
- A.37. Yes.
- Q.38. Section I Introduction. A. Intent and Purpose of this Request for Proposals, Paragraph 5 states: "This request for proposals IS NOT...for the purchase of software or peripherals NOT included as part of an equipment purchase under a resulting contract." Please clarify this contractor's understanding that contractors can offer additional, separately priced, software where the software is an option for a proposed configuration and/or product?
- A.38. Yes.
- Q.39. Section IV Specifications. 2. Product and Services Overview, a. Breadth of Offering, Computing Equipment, BAND 4 - Storage Solution. Please clarify the specific technical product requirements, if any, for the category listed as Network Attached Storage (NAS).
- A.39. Specific technical product requirements will not be outlined. When quoting, outline a 'common' configuration and include your pricing.

- Q.40. Section IV Specifications. 2. Product and Services Overview, a. Breadth of Offering, Computing Equipment, BAND 4 - Storage Solution. Please clarify the specific technical product requirements, if any, for the category listed as Storage Area Networks (SAN).
- A.40. Specific technical product requirements will not be outlined. When quoting, outline a 'common' configuration and include your pricing.
- Q.41. Section IV Specifications. 2. Product and Services Overview, a. Breadth of Offering, Computing Equipment, BAND 4 - Storage Solution. Please clarify the specific technical product requirements for the category listed as Content Addressed Storage (CAS). When one does google.com web search on "CAS Content Addressed Storage" one finds immediately that EMC coined the term Content Addressed Storage (CAS) and sells it as their Celerra product. URL: <http://www.enterprisestorageforum.com/technology/features/article.php/2221281>. Is the RFP requiring an EMC product or can contractors propose functionally similar products?
- A.41. Technical requirements will not be outlined. When quoting, outline a 'common' configuration and include your pricing. In this case, EMC often sells its products through third party vendors which commonly rebrand the system under that party's trademark. If you sell EMC products in your solutions, that is acceptable. If you have a viable equivalent(s), feel free to include that in your proposal.
- Q.42. Section IV Specifications. 2. Product and Services Overview, a. Breadth of Offering, Computing Equipment, BAND 4 - Storage Solution. Please clarify the specific technical product requirements, for the category listed as Clustered Network Storage (CNS). When one does google.com web search on "CNS clustered network storage" one finds immediately that this is mostly EMC terminology. Actually CNS is "Clustered Network Server" as in EMC's Celerra Clustered Network Server (CNS). URL: <http://www.mti.com/newproducts/nassystems.htm>. Is the RFP requiring an EMC product or can contractors propose functionally similar products?
- A.42. See answer to Q.41.
- Q.43. Section IV Specifications. 2. Product and Services Overview, a. Breadth of Offering, Computing Equipment, BAND 4 - Storage Solution. The components of a solution functionally similar to the product category of "Content Addressed Storage (CAS)" require significant deployment of hardware and software. Please clarify how much storage (in GB) is to be clustered, how many server/desktop nodes are to access the storage, what is the bandwidth requirement of the cluster, and what is the cost range for the total storage solution (hardware and software)?
- A.43. Technical requirements will not be outlined. When quoting, outline a 'common' configuration and include your pricing.
- Q.44. Appendix C, Band 4 - Auxiliary Storage, 2nd Paragraph - Narrative. A Narrative requirement states: "Integration Services are being proposed." Please confirm that the requirement is for Integration Services to be priced into the cost of the configuration requested for BAND 4.
- A.44. Yes, please include a rough estimate of what your chosen configuration would cost to integrate. It is assumed this would vary greatly depending on the target environment. Include pricing as a line item in your proposal.
- Q.45. Section IV Specifications, Paragraph 4.a. Web Site. In the referenced paragraph, the RFP states that responders "must provide, in the proposal, the URL of a website that provides the proposed functions and complete PSS and product specifications, configuration aids, service options, service agreements as well as contact information for order placement, purchase order tracking, problem reporting, equipment maintenance and billing concerns". Is it a requirement that this website be fully functional for all of the proposed functions by the bid due date? If not, which, if any, functions must be operational at that time?
- A.45. Qualified Responders must demonstrate full functionality on April 29, 2004, in Minneapolis, MN. They will be evaluated directly on the functionality actually demonstrated on that date.
- Q.46. Appendix C, Band 1 - Server One. Is the File/Print Server IDE or SCSI?
- A.46. SCSI.
- Q.47. On page 4, Section 1.B, the RFP states "to qualify for this solicitation, Responders must, at a minimum, manufacture all of the components in any one or more of the bands as specified in Section IV, Paragraph B2a". Yet on page 76, Appendix D, the RFP states "Responders must, at a minimum, manufacturer and offer a server with configuration as defined in Appendix C, Cost Response Form One". These statements contradict each other, which one is correct?
- A.47. Delete the second statement from Appendix D, Mandatory Requirements Checklist and replace it with the first statement from Section 1.B. as clarified here: "to qualify for this solicitation, Responders must, at a minimum manufacture or take direct, non-assignable, legal responsibility for the manufacture of the equipment and warranty thereof, in any one or more of the bands as specified in Section IV, Paragraph B2a."
- Q.48. On page 3, Section I.A, the RFP states, "Responders may respond to any or all bands". Yet, on page 41, Section V.B.15, the RFP states that the vendors total proposed cost to the Western States Contracts Alliance will be calculated by adding the proposed costs of server one, server two, desktop, laptop and printer provided in Appendix C. If a vendor is not proposing a server or printer, bands 1 and 3, respectively, how will they be

evaluated? Is the vendor penalized for not offering these products?

- A.48. The evaluation points have been revised and are listed later in this Addendum.
- Q.49. On page 65, Price Configuration Form Two, the minimum requirement for internal storage is two 36 GB hard drives and the minimum requirement for storage is RAID, Dual Channel 2X72GB. These two specifications are inconsistent, please clarify.
- A.49. Correction: (2) 72GB Drives
- Q.50. On page 67, Price Configuration Form Three, Band 2 - Desktop, the minimum requirement for operating system is Microsoft Windows 2000/XP-Pro (or equivalent). Please elaborate on the statement "or equivalent".
- A.50. Standard Terms: For desktops, ignore 'equivalent'
- Q.51. On pages 68 and 69, Price Configuration Forms Four and Five, Band 2 - Notebook and Tablet, the minimum requirement for a floppy drive is a 3.5" 1.44MB Diskette Drive, two spindle box. Can the floppy drive be external? USB?
- A.51. Yes.
- Q.52. Please refer to page 41, Section V.B.15, Cost. Should the pricing provided on the Price Configuration Forms found in Appendix C be the same initial pricing level discount (Pg. 40, Section V.B.9.a) quoted by the vendor in its proposal or does WSCA expect the vendor to provide deeply discounted pricing (similar to standard configurations) on these forms?
- A.52. The pricing on the Price Configuration Forms should be the initial pricing level, not the deeply discounted pricing.

- Q.53. On page 35, Section IV.B.9.c, Standard Configurations, do the configurations need to conform to the specifications found in Appendix C?
- A.53. No.
- Q.54. The specifications requested in the Request for Proposals from Manufacturers of Personal Computer Equipment and Related Devices does not contain any specifications for Macintosh hardware. Will the State accept bids for Macintosh products even though the specifications are written for Intel machines?
- A.54. Yes.
- Q.55. Section 1 - Introduction, Subsection A – Intent and Purpose of Request for Proposals. Contractors are required to provide warranty and maintenance services on Equipment that is purchased. Contractors shall offer an Equipment Takeback service that may include LAN hardware and Peripherals. Many vendors provide third party equipment, but do not provide the warranty or warranty work related to the third party product. Can third party product vendors bid on the peripherals and other accessories if they do not provide warranty pricing or warranty work?
- A.55. No. As stated in this subsection, the Contractor can use subcontractors for the delivery, support, warranty, and maintenance, but the Contractor is responsible for the services provided by the subcontractor.
- Q.56. Section II.D.– General Requirements– Number 11 – Administration Fees - The Contractor shall report price agreement utilization and pay the WSCA administration fee (.0005%). The WSCA fee is not negotiable. Please note that some states may require an additional fee be paid directly to the State. For example, State of Oregon requests 1% admin fee. So, all vendors have to pay the .0005% WSCA on top of the 1% fee in Oregon. States determine their own percentage levels. Are the state fees negotiable?
- A.56. That decision is up to each State.
- Q.57. Can vendors take exceptions to the terms and conditions? If vendors take exceptions to the terms and conditions, will they be automatically rejected.
- A.57. Please read Section II.D. Number 15 - Agreement Terms and Conditions.
- Q.58. Vendor requests that the State give greater explanation on the purpose of banding which deviates from the format used in the previous WSCA contract.
- A.58. The State of Minnesota chooses not to respond.
- Q.59. Vendor requests change to definition of “Peripherals” allowing Contractor to pass third-party warranty service and maintenance.
- A.59. See answer to question 55.
- Q.60. G. Background Information – Paragraph 5. Would the State clarify as to why large states that were identified in the original RFP are not identified in this version of the RFP?
- A.60. The information/commitment from the states is the current information received from the state.
- Q.61. Under “Computer Equipment, “OPERATING SYSTEMS” AND “LOCAL AREA NETWORK”, should these be labeled as follows?
“BAND 6 - OPERATING SYSTEMS”
“BAND 7 - LOCAL AREA NETWORK”
The actual RFP doesn’t refer to bands for these items.
- A.61. There are no separate bands for these. These will be evaluated for ‘breadth of offer’ as stated in the evaluation criteria.
- Q.62. Appendix B. Paragraph 3. Title Passage. Change first sentence to read:
“The Contractor must pass unencumbered title to any and all products purchased under this Contract upon receipt of **product** by the State.”
- A.62. Please read Section II.D. Number 15 and Section IV.B.11 concerning requesting changes to terms and conditions.
- Q.63. Appendix B. Paragraph 10. Shipment and Risk of Loss. Change second sentence to read:
“Responsibility and liability for loss or damage shall remain **with** Contractor until **delivery** when responsibility ...”
- A.63. Please read Section II.D. Number 15 and Section IV.B.11 concerning requesting changes to terms and conditions.
- Q.64. Appendix B. Paragraph 11. Warranties, B. Remove requirement for prior approval of Contract Administrator. The then current industry standard warranty will be offered.
- A.64. Please read Section II.D. Number 15 and Section IV.B.11 concerning requesting changes to terms and conditions.
- Q.65. Appendix B. Paragraph 24. Indemnification. Vendor requests to modify indemnification provisions that allow

vendors to limit liability only to such claims that are a direct result of and to the extent caused by contractor's negligent act or omissions.

- A.65. Please read Section II.D. Number 15 and Section IV.B.11 concerning requesting changes to terms and conditions.
- Q.66. Appendix B. Paragraph 34. Release. Vendor requests that this paragraph exclude any contractual liabilities, claims and obligations whatsoever arising from or under any Warranty Service Agreements.
- A.66. Please read Section II.D. Number 15 and Section IV.B.11 concerning requesting changes to terms and conditions.
- Q.67. Appendix B. Paragraph 6.A. Acceptance. Vendor Requests to add the following language to this paragraph: "If Contractor is not contacted within ten days, products and services shall be deemed accepted".
- A.67. Please read Section II.D. Number 15 and Section IV.B.11 concerning requesting changes to terms and conditions.
- Q.68. Appendix B. Paragraph 6.B. Payment of Invoice. In the second sentence, Vendor requests change to payment requirement to 30 days from date of invoice, as opposed to 30 days from receipt of an undisputed invoice.
- A.68. Please read Section II.D. Number 15 and Section IV.B.11 concerning requesting changes to terms and conditions.
- Q.69. Appendix B. Paragraph 50. Ownership. Vendor offers the following in lieu of Section 50 "Ownership"

A. Subject to B below, all right, title and interest in and to any programs, systems, data or materials created or prepared by Contractor under this Agreement, including, without limitation, any copyrights, patents, trade secret, and other intellectual or industrial property rights therein, are and shall be held by State, and shall be considered "works made for hire", as that term is defined in The Copyright Act of 1976, as amended.

B. State acknowledges that from time-to-time Contractor develops certain reusable computer software, techniques, information, training material and documentation ("Utilities"). Although some of the Utilities may be incorporated into the work done for State by Contractor, Utilities are and shall remain Contractor's proprietary information and intellectual property. Contractor grants State a non-exclusive, perpetual, irrevocable right and license to use those Utilities incorporated into the products developed for State, and State may include the Utilities as part of any integrated product that Contractor develops for State's internal use. Subject to the foregoing license, Contractor retains all rights to the Utilities for any future use. State shall protect the Utilities according to the policies and procedures State uses for State's own similar proprietary information and intellectual property.

If above paragraph is not acceptable, will the State allow the Contractor to negotiate in good faith alternative language with the state?

- A.69. Please read Section II.D. Number 15 and Section IV.B.11 concerning requesting changes to terms and conditions.
- Q.70. Appendix B. Paragraph 52. Antitrust. Vendor offers the following in lieu of Section 52. "Antitrust"
- "In the event that Contractor initiates litigation for a purported antitrust violation for alleged overcharges and as a result of such litigation, whether by final judgment or settlement of its claims, Contractor receives monetary compensation, Contractor hereby agrees to pass on to [Company Name] a portion of such compensation if, and only if, the following conditions occur:
- (a) The compensation received by Contractor in settlement or judgment is directly attributable to software, hardware, goods and/or services included within the computer products or other goods and/or services sold by Contractor to [Company Name] under this Agreement;
- (b) It is/was determined in the antitrust litigation (whether by judicial finding or stipulation) that the overcharge in software, hardware, goods and/or services suffered by Contractor was, in fact, passed on to [Company] in the computer products or other goods and/or services purchased by [Company Name] under this agreement during the time period referenced in the litigation; and
- (c) In calculating the amount of compensation which Contractor agrees to pass on to [Company Name], Contractor may deduct its actual costs of suit, including attorney's fees, incurred in achieving the settlement or judgment.

Contractor has the sole discretion to decide whether or not to pursue any antitrust claim and whether to settle any such claim. Contractor shall have no obligation whatsoever to pursue a purported antitrust violation, notwithstanding any request by [Company Name] to do so."

If above paragraph is not acceptable, will the State allow the Contractor to negotiate in good faith alternative language with the state?

- A.70. Please read Section II.D. Number 15 and Section IV.B.11 concerning requesting changes to terms and conditions.
- Q.71. Appendix C. What price is to be used in the TOTAL CONFIGURATION PRICE?
- A.71. The total price for the configuration that meets the minimum requirements identified in each Band.
- Q.72. Appendix C. Band 2 - Tablet PC. Processor - Vendor requests change from 1.6 GHz to 1.0GHz.
- A.72. If you are unable to match the specifications exactly, please provide your closest equivalent.

- Q.73. Appendix C. Band 3 - Printer - High Speed Laser. Vendor requests removal of this printer from the costing analysis. This printer is geared for a high throughput environment, which does not seem consistent with the other configurations.
- A.73. The evaluation points have been revised and are listed later in this Addendum.
- Q.74. Appendix C. Band 3 - Printer - Medium Speed Laser.
Speed – Vendor requests change from 40 ppm to 35 ppm.
Memory – Vendor requests change from 128 MB to 64 MB.
- A.74. If you are unable to match the specifications exactly, please provide your closest equivalent.
- Q.75. Appendix C. Band 3 - Printer - Desktop Laser.
Speed – Vendor requests change from 20 ppm to 18 ppm.
- A.75. If you are unable to match the specifications exactly, please provide your closest equivalent.
- Q.76. Appendix C. Band 3 - Printer - Portable (Laptop) Ink.
Speed – Vendor requests change from 20 ppm to 8 ppm.
- A.76. If you are unable to match the specifications exactly, please provide your closest equivalent.
- Q.77. Section I.A. Paragraph 5. As it applies to the reference statement, “This request for proposals IS NOT for a one-stop, meet-any-and-all requirements...”, we feel that the additional costs incurred by customers in providing multiple Purchase Orders for various items, such as monitors for dual video solutions, printer, access points, hubs, etc. that this is an additional expense to your customers as well as an inconvenience. If a State chooses not to allow one-stop purchases under their Participating Addendum, this will limit other Purchasing Entities under that State, such as cities, counties, K-12, and Higher Education from doing so as well. Would individual Participating Addendums be required for an individual entity? This would be administratively tasking and time consuming on the Vendor and the individual entities. This will most surely cause a delay in the Purchasing Entity being able to procure their Products, add additional cost for multiple purchase orders, research, time and inconvenience to our customers when we strive to provide a complete solution to our customers. We fear that this will reflect badly upon us as a vendor by having this limitation. What is the intent of having this limitation in the RFP?
- An example would be the inability to provide a complete solution for a Server – the customer may need to go to several different Vendors, thus causing multi sourced orders and then also potential support issues because the solution didn’t come from a single vendor. Another example would be a complete wireless cart solution in which this contract would prohibit us from providing to our customers.
- A.77. The State of Minnesota chooses not to respond.
- Q.78. Section I.A. Paragraph 5. Are you asking the Vendor to establish a separate web site for factory upgrades?
- A.78. The web site is to include all products, services, etc. being offered.
- Q.79. Section I.A. Paragraph 5. What is considered a factory upgrade? Monitor, memory, hard drive, speakers. Etc.?
- A.79. Yes.
- Q.80. Section I.A. Paragraph 5. The statement, “Additionally, it IS NOT a reseller contract...”, please clarify the authorized use of Resellers under this RFP. The RFP conflicts with the intent of Resellers. For example under V. EVALUATION, 1. Corporate Overview e. Agent Reseller Usage - no points, and again under the Master Price Agreement Terms and Conditions, 45. Administration and Reporting Fees, discusses the use of Resellers; however under I. INTRODUCTION, A. INTENT AND PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP) the statement makes it unclear of the intent. The RFP allows for Resellers to be identified on a Participating Addendum. If the Participating Addendum is entered into by a State, the State may not be aware of all the Reseller and or Third Party Service Providers used by other Purchasing Entities within the state, such as cities, counties, K-12 and Higher Education. Also in many states, the minority, woman-owned, small business, and HUB (“MBE/WBE”) requirements are becoming mandatory within the State. If Resellers are not allowed, it becomes difficult for many Vendors to meet the MBE/WBE requirements.
- A.80. The Contractor will be allowed to have Reseller agents selling products and services within the limits set in the RFP. The term Reseller agent is synonymous with Servicing Subcontractor, or subcontractor as used elsewhere in the RFP.
- Q.81. Section I.A. Paragraph 6. If a “state configuration” is desired, is it up to the Participating Entity to have it bid among the pool of contract awardees or may they choose to negotiate individually with a WSCA Vendor of their choice?
- A.81. As stated in this paragraph it can “then be competed within the pool of contract awardees”.
- Q.82. Section I.A. Paragraph 6. Strategic competitions over \$500,000 need to be reported. We would like clarification around this statement in terms of what this information is going to be used for and who it will be shared with. Also, is this for a one-time purchase or an on-going purchase over a specified period of time? We also have the

requirement of the quarterly reports in which to report this information. How does this requirement interact with the "Large Order Negotiated Price" or "Multiple Unit Price" described in the Master Price Agreement 1?

- A.82. It will be shared with whomever requests to see the information, as it is public information. It can be for either a one-time purchase or an on-going purchase. The terms apply to the strategic competitions.
- Q.83. Section I.A. Paragraph 6, starting with Substitutions/additions. Prior written approval – How much time is required prior to written approval before a unit and/or configuration can be added to the WSCA contract as either a substitution or a new addition? This appears that it must go through the entire board in some cases and we are concerned about the potential length of the approval process and what we should expect. Also, what component level (mouse rev, change in case design on existing platform, processor change) is this required and what is the intent of this process? This process will be very administratively tasking on both the Vendor and the WSCA Administrator. Is it possible to eliminate this procedure? In many cases Vendors run "specials" on introductory Products and based on the time-frame of the addition to the PSS, the Purchasing Entities will miss out on those specials. With the many changes and advances in technology, this could be potentially a weekly ongoing process.
- A.83. The State of Minnesota chooses not to respond.
- Q.84. Section I.C. Summary Scope of Work. Can you please remove the verbiage, "or its approved subcontractors," and replace it with "Approved Reseller".
- A.84. All of these terms are synonymous.
- Q.85. Section I.D. Paragraph 3. The RFP states that all other forms of application software programs or suites of programs are excluded. Are you stating that a vendor would not be able to provide the Office Suite of software such as Office 2003 on a system? The inability for small local agencies, etc., to purchase application software will be detrimental as many of these small entities don't have a select agreement with the state. Isn't it advantageous for the Vendor to install the software and provide the package at time of order? This process saves the Purchasing Entity time and cost. What is the intent and how are these smaller entities to procure their software?
- Also, this limitation conflicts with the Master Price Agreement, #2 Scope of Work which allows for the purchase of a license for software.
- A.85. There is no conflict. Application specific software programs or suites of programs are not the same thing as the example given in the question; they are software programs developed for a specific application of a specific entity.
- Q.86. Section I.F. "Peripherals". Vendors in many cases are not authorized to provide warranty and service on third party Products and Software. What is the intent of this limitation? This limitation will be costly to Purchasing Entities wishing to utilize a one-stop Vendor. For example, printers, complete server solutions, mobile wireless carts, etc.
- A.86. See answer to question 55.
- Q.87. Section I.F. "Servicing Subcontractor". The requirement may limit the use of Authorized Third Party Service Providers of which the State is unaware. The Vendor has policies and procedures in place under their ASP/NSP Program which provides for multiple third party service providers within the state. Many small entities such as cities, counties, K-12 and higher education customers may be limited with this provision. Can this requirement be modified in order to provide for better service and support for the Purchasing Entities?
- A.87. As previously stated, this definition does not place any limits on any Purchasing Entity.
- Q.88. Section I.F. "Servicing Subcontractor". Can you please clarify in the RFP that services can not only be purchased up front with products, but can also be purchased separately from Hardware as a follow-on order to the original hardware purchase?
- A.88. There is nothing in the RFP that prohibits this.
- Q.89. Appendix C. Band 2 - Laptop. This unit requires wireless upgradeable. Is this at the point of sale or after the unit has been purchased? We recommend that an end user purchase the wireless feature at the point of sale and that integrated wireless be made a requirement since wireless is a key component to laptop technology.
- A.89. For the purposes of this evaluation, wireless is not considered a standard component of laptops. Some participating entities may or may not require wireless, therefore, we are asking that wireless upgrades be made as an potential upgrade only at either the point of sale or sometime thereafter.
- Q.90. Leasing: Leasing isn't discussed within the RFP or the Master Price Agreement. Is it WSCA's intention not to allow any type of lease transactions under the Agreement? In the previous Agreement leasing was allowed if it was identified in the Participating Addendum. However, if the State does not allow leasing for State Agencies, then it limits leasing for other entities such as cities, counties, K-12 and higher education. Many entities rely on leasing as an attractive purchasing option when up-front funds are not readily available. This limitation will reflect on the dollars spent that contribute to the Volume Level Discounts offered by the Vendors.
- A.90. It is WSCA's intention to not allow any type of lease transactions through this RFP.

- Q.91. Appendix B. Paragraph 5. Order of Precedence. Since Purchasing Entities will be able to submit Purchase Orders directly from a quotation done at the Vendor's dedicated URL, will you allow Vendors to reject any Purchase Order from a Purchasing Entity that has a negative purchasing/payment history with the Vendor?
- A.91. Please read Section II.D. Number 15 and Section IV.B.11 concerning requesting changes to terms and conditions.
- Q.92. Appendix B. Paragraph 8. Termination, A. Termination for Convenience. In the current Agreement, the Vendor is requested only to provide thirty (30) days written notice for termination. Would WSCA consider replacing the sixty (60) day requirement with thirty (30) days?
- A.92. Please read Section II.D. Number 15 and Section IV.B.11 concerning requesting changes to terms and conditions.
- Q.93. Appendix B. Paragraph 11. Warranties, B. In the current Agreement, the Vendor is allowed to make changes to the warranty at the Vendor's sole discretion. Rather than requiring approval for any warranty change, including minor changes, can you please identify the types of changes that would require or not require approval?
- A.93. Please read Section II.D. Number 15 and Section IV.B.11 concerning requesting changes to terms and conditions.
- Q.94. Appendix C. Band 1 - Server 2. In reference to these specifications, can you please clarify what processor speed you are requiring and also if you are requesting that we price two processors? You have a 1.2GHz and a 2.8Xeon listed.
- A.94. Two processors are required. 1.2Ghz minimum per processor, 2.8 Xeon preferred.
- Q.95. Appendix C. Band 4 - Auxiliary Storage. Can you please provide additional clarification as to how you want this form filled out? If we are able to provide more than one solution, do we just fill out multiple forms or what would you like us to do?
- A.95. See answer to question 1.

- Q.96. Appendix B. Paragraph 46. Default and Remedies. Will you please define the difference between nonperformance of a contractual requirements” and a “material breach of any term or condition of this Agreement”?
- A.96. The State of Minnesota chooses not to respond.
- Q.97. Appendix B. Master Price Agreement. Will you please clarify if WSCA is willing to negotiate the terms and conditions of an individual vendor’s Master Price Agreement based on an individual vendor’s proposed changes in its bid response?
- A.97. Please read Section II.D. Number 15 and Section IV.B.11 concerning requesting changes to terms and conditions.
- Q.98. Can we get actual quantity of equipment purchased from the current WSCA Contract?
- A.98. This information is not available to Minnesota at this time.
- Q.99. Is there an estimated projection on the different BANDS for this proposal?
- A.99. No.
- Q.100. Can we submit different specs/configurations if needed?
- A.100. Yes, as long as they meet or exceed the minimum requirements.
- Q.101. Section I.A. Paragraph 5 regarding peripherals. Can you clarify more precisely which types of peripherals are allowed and which are not? The provisions regarding peripherals seems contradictory: this paragraph states that peripherals not included as part of an equipment purchase are excluded from the scope of the contract, yet section D Scope of Procurement states that the scope of procurement includes peripherals. Peripherals as defined in the Definitions section include storage, printers, monitors, keyboard, UPS and accessories.
- A.101. See previous answers in this Addendum regarding peripherals.
- Q.102. Section II.B. Paragraph 5, Submission of Proposals. Can Responders be provided the phone numbers for the sites where additional copies of the response are to be sent (States of Alaska, Arizona), etc.? We need a phone number for the FedEx forms.
- A.102. The phone number is not a required field on the FedEx form. If you FedEx provider requires a phone number, have them call Bernadette Kopischke at 651.296.3778.
- Q.103. Section II.B. Paragraph 5, Submission of Proposals. Will Responders be provided with an extra day grace period for delivery to areas such as Alaska?
- A.103. No.
- Q.104. Section II.C. Paragraph 28, Use of Electronic Versions of this RFP. Is it permissible for Responder to convert the PDF file into Word for purposes of completing the forms?
- A.104. See answer to question 1.
- Q.105. Section II.C. Paragraph 36, State Requirements. Must Responder show each product’s compliance in the response, or is this a post-award requirement?
- A.106. It is a requirement for a Participating Addendum in Minnesota. Therefore, it is a post-award requirement.
- Q.107. Section III.C. Paragraph 1, Proposal Organization. The completed cost forms are supposed to go into Binder 2, yet they are also supposed to be in a separate sealed envelope in accordance with section II B. Do we included a sealed envelope within this tab of Binder 2 for the State’s copies, then leave this tab blank in the other 14 copies going to the evaluation committee members?
- A.107. Yes.
- Q.108. Section III.C. Paragraph 1, Proposal Organization. Paragraph 2 states that any discussion of proposed costs, rates or expenses must occur only in the section with the cost response form. Section IV, B, 14 asks for take back charges by type of Equipment – should these charges be included in section 14 (Binder 1), or should they instead be included in the cost response section since they deal with costs?
- A.108. The should be included in the cost response section in Binder 2.
- Q.109. Section IV.B. Paragraph 2. Products and Services Overview. Operating Systems – Reference is made in the last sentence to “the following categories of processors” but no categories of processors are provided. Please clarify for which categories of processors you want to see a list of proposed operating systems. Are operating systems and LAN equipment/software additional bands?
- A.109. This was clarified in Addendum No. 1.

- Q.110. Section V.B. Paragraph 2. Products and Services Overview. Within section a, there is a bullet for software, stating that up to a maximum of 25 points will be awarded based upon the number and type of general-purpose software products that are proposed. It is Responder's understanding that general-purpose software products have been removed from the scope of this procurement. Please clarify whether general-purpose software is part of the scope of this procurement.
- A.110. General-purpose software is a part of the scope of this RFP.
- Q.111. Appendix D. Is Responder expected to complete and return the checklist in Appendix D, or is that for the vendor's own use in preparing its response?
- A.111. It is for the vendor's use in preparing its response.
- Q.112. Appendix I. Is Responder required to complete this information separately for every item included on the PSS? A reference is made to "line item" but Responder is not clear on the definition of "line item".
- A.112. Responders can submit the environmental code by Band, rather than by each individual item included in the PSS, or by any other means that will give the State of Minnesota the information on the environmental characteristics of a product that it needs for reporting purposes.
- Q.113. Section II.D. Paragraph 15, last paragraph. Does this include the Response to Master Price Agreement Terms and Conditions, Appendix B? If a Respondent has modifications to Appendix B and are open to negotiate will they be disqualified?
- A.113. Paragraph 15 applies to all terms and conditions of the RFP and Master Price Agreement. This paragraph is clear as to what is and is not negotiable.
- Q.114. Appendix B. Paragraph 3. Title Passage. Industry standard provides for title of equipment and risk of loss to pass upon delivery of the product to the customer and therefore damage occurring during the transit is the Respondent's responsibility. Changes to this standard that require the Respondent to be responsible for damages out of their control will increase pricing. Is this clause open for negotiation to address this issue?
- A.114. Please read Section II.D. Number 15 and Section IV.B.11 concerning requesting changes to terms and conditions.
- Q.115. Appendix B. Paragraph 6.A. Acceptance. Acceptance is not tied to a specific metric like receipt of product or completion of service nor is a time line defined for acceptance. Without a specified time line the Respondent could be required to accept returned equipment up until the end of the contract term for end of life product or services that had been performed even if purchased at the beginning of the contract term. Is it possible to include "If notification of rejection is not provided upon receipt of Product or completion of Services, Products and/or Services will be presumed accepted."
- A.115. Please read Section II.D. Number 15 and Section IV.B.11 concerning requesting changes to terms and conditions.
- Q.116. Appendix B. Paragraph 10. Shipment and Risk of Loss. As a standard in the industry Risk of Loss passes when title passes upon delivery of equipment. Changes would require an increase in cost to cover Risk of Loss of equipment at the agency site which is beyond the Respondent's control. Is the State open to negotiate this clause or allow for a change of risk of loss to pass upon delivery if the Risk of Loss or Damage to equipment is absorbed by the Respondent during transit?
- A.116. Please read Section II.D. Number 15 and Section IV.B.11 concerning requesting changes to terms and conditions.
- Q.117. Appendix. B. Participating Addendum. The Participating Addendum does not include the option for Participating Entities to utilize leasing. Will Respondent's be able to provide leasing as an option for Participating Entities in their response, to include the lease agreement, and include this as an option in the Respondent's proposal?
- A.117. See answer to question 90.
- Q.118. Section II. Paragraph 31. What is the definition of "non visual access technology?"
- A.118. It is as defined in that paragraph.
- Q.119. Appendix B. Paragraph 11. Warranties, Item A.1. This provision indicates that "the Product will do what the sales person said it would do." This is a very broad statement that could be open for interpretation from one person to another. For this reason sales people submit technical specifications or warranties that are documented and may provide additional information such as quotes or proposals for clarification purposes for the Agencies clear interpretation of the Respondent's offer. Therefore, a request to have this statement modified to say, "The Product will conform to specific technical information about Contractor products which is published in Contractor product manuals or data sheets."
- A.119. Please read Section II.D. Number 15 and Section IV.B.11 concerning requesting changes to terms and conditions.
- Q.120. Appendix B. Paragraph 16. Technical Support. Does this cover technical support available during the warranty period or procured post-warranty maintenance services?

- A.120. Both.
- Q.121. Appendix B. Paragraph 20. Records and Audit. Is this based on records which are generally maintained by a Respondent, but which relate exclusively to performance of this contract?
- A.121. Yes.
- Q.122. Appendix B. Paragraph 50. Ownership. Since Professional or Consulting Services are not included in this contract would this clause be applicable?
- A.122. The State of Minnesota chooses not to answer.
- Q.123. Section I.A. Paragraph 3. This paragraph states that awards will be made per band. Under the current WSCA contract many States buy products from contractors from all bands. Will the new WSCA contract allow for a State to do that with one contractor?
- A.123. Yes.
- Q.124. Will there be a minimum vendor qualification for a product line such as Gartner Group Tier I and Tier II Manufacturers?
- A.124. No, Gartner Group Tiering will not be used.
- Q.125. Section II, Paragraph 31. There is a statement within this provision that states that the "non visual access technology "must be integrated into networks used." If the Respondent is not providing "non visual access technology" as part of its solution, please explain how the statement applies?
- A.125. The State of Minnesota chooses not to respond.
- Q.126. Appendix B. Participating Addendum. The current WSCA Participating Addendum includes the option of "Resellers/Agents" and "Service Providers" in support of the prime contractor or Respondent. This provision is currently utilized by thousands of WSCA contract users. "Reseller/Agents" provide consultative pre- and post-sales support to contract users. "Service providers" are those manufacturer authorized to provide warranty break/fix service to contract users. The Resellers/Agents are typically local business entities in the political subdivision of the Participating Addendum user. Though Resellers/Agents are selected by the contract user, the Respondent would be responsible for the contract and all orders are made out to Respondent. Can the Respondents continue to offer this option on the Participating Addendum, and include this in their proposal?
- A.126. Yes. This is acknowledged in several places in the RFP.
- Q.127. Section I. Paragraph B. The RFP states "To qualify for this solicitation, Responders must, at a minimum, manufacture all of the components in any one or more of the BAND(s) as specified in Section IV, Paragraph B2a." As an equipment manufacturer, we intend to respond to multiple bands. We do not currently offer a BAND 2 – TABLET PC containing our manufacturer name. Our assumption is that we will be able to participate in the evaluation of BAND 2 with our DESKTOP and LAPTOP offerings. Can an equipment manufacturer qualify for a band without offering all categories within that BAND?
- A..127. Yes.
- Q.128. Section V.B. Paragraph 15, Cost. The formula provided in this paragraph does not match the Bands defined in the RFP. Can you clarify the cost evaluation process using the Bands defined in the RFP? How will the cost model handle evaluation of a Band if an equipment manufacturer does not offer all products within the Band? (i.e. Will "the highest cost proposed by a responsive Responder for those units will be used to arrive at a uniform cost for the award of points for this factor" still apply?)
- A.128. The evaluation points have been revised and are listed later in this Addendum.
- Q.129. Section II.A. Sequence of Events. The SEQUENCE OF EVENTS has scheduled the RFP Protest Deadline for 5 March 2004 and Responses to Written Questions/RFP Addenda 10 March 2004. Can the RFP Protest Deadline be changed to 3 days after the Responses to Written Questions have been delivered? This will allow potential responders the opportunity to evaluate the responses that could have an impact on a potential RFP protest.
- A.129. No.
- Q.130. Appendix C. Band 2 - Desktop. The hard drive specification for the Band 2 Desktop calls for 60+/- GB. What is the minimum storage capacity for this hard drive?
- A.130. Minimum is not specified, please include a drive that is approx. 60GB. If you are unable to match the specifications exactly, please provide your closest equivalent.
- Q.131. Appendix C. Band 4 - Auxiliary Storage. This question is regarding the Tape specification:
- a) Is the request for a tape drive with autoloader or is the autoloader optional?

b) Tape capacity is determined by the size and number of cartridges. What is the "capacity" statement requesting? Is it a statement of the cartridge size that is used by the tape subsystem or is there a requirement for the tape/autoloader to be proposed with some minimum tape capacity?

A.131. See the Excel spreadsheet for the new specifications for this Band.

Q.132. Appendix C. Band 4 - Auxiliary Storage. This multi-part question is regarding the Disk specification:

a) Is there a minimum capacity that is required for the proposed system? Is there a minimum number of drives required?

b) How do you define RAID 0+1. Is this RAID 0 striping plus mirroring of each of the stripes? (Sometimes RAID 0+1 is also called RAID 10)?

c) The specification asks/states "RAID 0 striping, RAID 0+1, mirroring, RAID 5". We are assuming that the answers to these are yes or no, i.e. does the proposed subsystem have this capability. Is that correct? If so what additional information is requested when the specification later asks "RAID Levels"?

d) What is being asked by the statement "RAID n Drive"?

e) Cost per RAID 5 GB. Should we use raw or usable capacity to make this calculation?

f) CPU - What is being asked by this question. Are you asking about the architecture of the disk subsystem or of the hardware platform that is supported by the proposed system?

g) Storage Interfaces, Network interfaces - Disk subsystems are attached to a processor either by SCSI buses, fiber channel or ethernet. A disk subsystem will typically be one or the other but not more than one. Are you asking which interface does the proposed system have?

A.132. See the Excel spreadsheet for the new specifications for this Band.

Q.133. Section V. Paragraph 15. Cost. When responding to the configurations in Appendix C either proposed discount schedules could be used or special promotional pricing. Is it mandatory that responders to the RFP, for the purpose of the cost evaluation model (pricing configuration forms in Appendix C), must use the discount structures proposed in Section 9: Pricing Level and Volume Discount Guarantees?

A.133. See answer to question 52.

- Q.134. Appendix B. Throughout Appendix B, the Master Price Agreement Terms and Conditions, the terms “Contract” and “Agreement” appear to be used interchangeably. Does the State intend for there to be any significance in the use of one term over the other? (Note that the Definition section indicates “Contract Administrator” and we assume this means “Contract Administrator”).
- A.134. The terms “Contract” and “Agreement” are interchangeable. “Contract Administrator” should be “Contract Administrator”.
- Q.135. Appendix B. Throughout Appendix B, the Master Price Agreement Terms and Conditions (examples below), the State appears to be imposing Minnesota-specific terms. Since these terms are intended to apply to various states, does the Lead State intend to generalize these terms for broad applicability, reserving Minnesota-specific terms for its own Participating Addendum?
Examples of Minnesota-specific terms are found in Appendix B, clauses 6 (Payment Provisions, para B), 20 (Records and Audit), 23 (Payments to Subcontractors), 30 (Equal Opportunity Clause, last sentence), 35 (Confidentiality), 36 (Organizational Conflict of Interest, reporting requirement).
- Appendix B. In the heading of Appendix B, the Master Price Agreement Terms and Conditions, the term “State” is defined as the State of Minnesota. We assume this refers to the State of Minnesota in the role of Lead State, i.e., agreement administrator and that the State of Minnesota will execute its own Participating Addendum and thereby assume the role of “Participating Entity” as a buyer. As a corollary, we also assume that if a provision uses the term “State” without separate reference to “Participating Entity”, that the provision applies to this Agreement only and not to any purchase orders issued by Participating Entities.
- Under this assumption, we note that in several terms (examples below) the term “State” appears to be used in the context of “Participating Entity”, i.e. , in the role of a customer rather than as an agreement administrator. Does the State intend to change the term “State” to “Participating Entity” in those terms in order to clarify the contractor’s responsibilities?
- Examples are Appendix B terms 3 (Title Passage), 20 (Records and Audits), 23 (Payments to Subcontractors), 36 (Organizational Conflict of Interest), 50 (Ownership), and 52 (Antitrust)
- A.135. Each State will either accept the State of Minnesota terms or negotiate their own terms when they negotiate their Participating Addendum with the Contractor.
- Q.136. Appendix B. Paragraph 15. Product Substitution. The previous Master Agreement term on this issue allowed delivery substitutions with no delivery order modification as long as the substitute was the same or better technology. This current term requires the Minnesota Contract Administrator to approve all substitutions which appears unworkable if applied to other state’s delivery orders. Is the current term meant to apply to the PSS product list alone, rather than to delivery order fulfillment?
- A.136. Yes, it applies to the product list.
- Q.137. Appendix B. Paragraph 41. Contract Administrator. Subparagraph G states that the Contract Administrator will perform an annual Contractor Performance Review. What is the nature of this review? How will it be used? Will the Contractor be permitted to be review the draft report and provide comments to assure its fairness and accuracy?
- A.137. The State of Minnesota chooses not to respond.
- Q.138. Appendix B. Paragraph 45. Administration Reporting and Fees. Subparagraph C refers to “Reseller Agents”, a term which is not defined in the Agreement. Should “Reseller Agents” be replaced with “Servicing Subcontractor”?
- A.138. See answer to question 14.
- Q.139. Appendix C. Band 3 - Printer-Desktop Laser and Band 3 - Printer-Portable (Laptop) Ink, Item Titled “Connect”. The “LIO adapter” is a proprietary technology of a single printer manufacturer. The statement regarding the requirement to include an “IEEE 1284 Compliant bi-directional parallel LIO adapter” dramatically limits the ability to offer competitive products in these categories. As the goal of competition is to reduce the overall costs to the state, we request the requirement of the “LIO Adapter” be removed from these two categories in order to ensure the full and open competitive nature of the RFP.
- A.139. Append: IEEE 1284 bi-directional parallel or USB

- Q.140. Appendix C. Band 3 - Printer-Medium Speed Laser, Item Titled "Speed". In view of the fact that most printer manufacturers offer a 35 to 40 page per minute product which provides all of the required functions including workgroup size capabilities, we respectfully request that this specification be changed to 35 pages per minute. With this 40 page per minute requirement, most manufacturers will be required to compete in this category with a substantially more robust unit than other specifications require simply to satisfy the speed requirement thereby reducing the value offered to the state and the competitive nature of the RFP.
- A.140. If you are unable to match the specifications exactly, please provide your closest equivalent.
- Q.141. Appendix C. Band 3 - Printer-Desktop Laser, Item Titled "Memory". The memory requirement of a minimum of 16MB of memory restricts the competitive offerings in this category. Since an 8 MB memory would provide the ability to print images at the required 1200 dpi image quality as well as provide the requested functionality of the other specifications, we respectfully request that this speed requirement be reduced to 8MB to increase the competitive nature of the RFP and to offer the best value to the state.
- A.141. If you are unable to match the specifications exactly, please provide your closest equivalent.
- Q.142. Appendix C. Band 3 - Printer-Portable (Laptop) - Ink. We request that the requirement for ink based printers in this category be removed as it limits the competition in this category. As technology has evolved in recent years, laser based units are available that provide the required functionality, provide similar acquisition costs to inkjet units, are compact, lightweight and most importantly, offer a greater savings in overall cost of operation due to reduced cost per page of consumable supplies compared to inkjet. In addition, as environmental factors are of concern to the state, laser cartridge recovery and recycling is far more prevalent than inkjet recycling efforts thereby making the use of laser products more environmentally friendly.
- A.142. Please follow the outlined specification.
- Q.143. Section V. Paragraph 15. Cost. In section I, Item A, paragraph 5, the RFP clearly states that this request for proposal is no for "a one-stop, meet-any-and-all requirements contract". However, the evaluation procedures outlined in Section V, Paragraph 15 which require that the highest costs bid for band products be added a manufacturer's evaluation if items are not offered in those bands clearly gives an advantage to manufacturers which offer products in multiple bands. This advantage could have the effect of eliminating the most cost effective products in a particular band from consideration, thereby greatly reducing the competitive nature of the RFP and increasing the costs to the state of individual products. We request that this evaluation process be eliminated and replaced with a process that considers only product costs in each band to ensure the best value per item is offered to the state.
- A.143. The evaluation points have been revised and are listed later in this Addendum.
- Q.144. Appendix C. Band 3 - Printer-High Speed and Band 3 - Printer-Medium Speed Laser, Item Titled "Quality". Most production printing devices of this level offer only 600 x 600 dpi printing rather than the required 1200 dpi image quality. Since this requirement limits the competitive nature of the bid and dramatically reduces the offering available to the state thereby potentially increasing the overall costs to the state, we request that this specification be changed to 600 dpi image quality.
- A.144. Please follow the outlined specification.
- Q.145. Appendix C. Band 3 - Printer-High Speed and Band 3 - Printer-Medium Speed Laser, Item Titled "Media Sizes". Most printing devices of this level do not support printing on # 10 envelopes as they are primarily used for production printing applications. Since the inclusion of this specification would dramatically reduce the competitive offerings in this category and potentially increase costs to the state, we request that this requirement be removed from the specifications of these two categories.
- A.145. Please follow the outlined specification.
- Q.146. Appendix C. Band 3 - All Printers. Would it be acceptable to propose printers in these sections, which come close to the speed requirement (examples: Band 3/form six states 80 PPM as a minimum, would 75 PPM be acceptable. Band 3/form seven states 40 PPM as a minimum, would 36 PPM be acceptable. Band 3/form 8 & form 9 states 20 PPM as a minimum, would 19 PPM be acceptable.) If proposed with this approach, would the bid be rejected or penalized in terms of the evaluation?
- A.146. If your are unable to match the specifications exactly, please provide your closest equivalent.

- Q.147. Section 1. Paragraph F and Appendix C. Band 3 - Question: Section 1/Paragraph F mentions consumables as being included in the RFP. In reviewing Appendix C/Band 3 there is no allowance for bidding on operating costs over the life span of the products for this Band. Will the evaluation take into consideration these ongoing operating costs? How should they be included in the RFP response? What standard measures will be used to insure all bidders are evaluated under the same context?
- A.147. The evaluation will not take into consideration the ongoing operating costs of printers. Each Participating Entity will evaluate that issue before placing an order.
- Q.148. Appendix B. Paragraph 7. Agreement Term. Please clarify the contract period of performance. MPA Paragraph 7 indicates a two-year base with three (3) one-year additional terms, while Section 1, Paragraph D indicates a three-year base with two (2) additional one-year terms.
- A.148. The Agreement term was clarified in Addendum No. 1.
- Q.149. Section IV. Paragraph B.8. Presentation and Demonstration. Please expand on the requirements for the Presentation and Demonstration. How many contractor representatives will be allowed to participate? Will the committee limit their questions to the contract website?
- A.149. The questions will be limited to the website demonstration. The number of representatives will not be set, but there are only 10 on the evaluation team and a time limit on sessions will be set.
- Q.150. Appendix C. Band 1 - Server One, Warranty Specification. Please confirm this Contractor's understanding that the warranty only pertains to hardware and not software.
- A.150. It applies to the hardware.
- Q.151. Appendix C. Band 1 - Mid-Range Server Two, Warranty Specification. Please confirm this Contractor's understanding that the warranty only pertains to hardware and not software.
- A.151. It applies to the hardware.
- Q.152. Section II.D. Paragraph 8. Please advise whether or not applicable State of Minnesota law prohibits a contractor from limiting its liability in the following instance: Indemnity from any judgments awarded against the State as per Paragraph 8 (Disclosure of Proposal Contents), Subparagraph C, of Section II D (General Requirements) of the Request For Proposals.
- A.152. Please read Section II.D. Number 15 and Section IV.B.11 concerning requesting changes to terms and conditions.
- Q.153. Section II.D. Paragraph 32. Please advise whether or not applicable State of Minnesota law prohibits a contractor from limiting its liability in the following instance: The indemnity at Paragraph 32 (Copyrighted Material Waiver) of Section II D (General Requirements) of the Request For Proposals.
- A.153. Please read Section II.D. Number 15 and Section IV.B.11 concerning requesting changes to terms and conditions.
- Q.154. Appendix B. Paragraph 12. Please advise whether or not applicable State of Minnesota law prohibits a contractor from limiting its liability in the following instance: The indemnity at Paragraph 12 (Copyright, Trademark And Trade Secret Indemnification) at Appendix B.
- A.154. Please read Section II.D. Number 15 and Section IV.B.11 concerning requesting changes to terms and conditions.
- Q.155. Appendix B. Paragraph 24. Please advise whether or not applicable State of Minnesota law prohibits a contractor from limiting its liability in the following instance: Indemnification for damages to property, per Paragraph 24 (Indemnification) at Appendix B.
- A.155. Please read Section II.D. Number 15 and Section IV.B.11 concerning requesting changes to terms and conditions.
- Q.156. Appendix B. Paragraph 35. Subparagraph B. Please advise whether or not applicable State of Minnesota law prohibits a contractor from limiting its liability in the following instance: The indemnity in Paragraph 35 (Confidentiality), Subparagraph B, at Appendix B.
- A.156. Please read Section II.D. Number 15 and Section IV.B.11 concerning requesting changes to terms and conditions.

- Q.157. Addendum 1. Section 1. - Introduction, A. - Intent and Purpose of this Request for Proposals, Paragraph 5. This section states that "software preloaded on equipment are to be purchased." Please clarify that print server and/ or file server software is required to be preloaded onto offered print/ file server configurations?
- A.157. Yes.
- Q.158. Section IV. Paragraph B.2.f, of the Request For Proposals references the Workforce Investment Act of 1998, Section 508. Is this intended to mean Section 508 of the Federal Rehabilitation Act Amendments of 1998? If not, then please provide the specific provisions of the Workforce Investment Act of 1998, Section 508 that are intended by Paragraph 2.f.
- A.158. The citation is incorrect. It is the Federal Rehabilitation Act Amendments of 1998, Section 508.
- Q.159. Addendum 1. Section I - Introduction, A. - Intent and Purpose of this Request for Proposals, Paragraph 5. This section states that "software preloaded on equipment are to be purchased." Please clarify if there is a requirement that specialized storage software be preloaded on the storage configuration which this contractor plans to offer.
- A.159. This section is in reference to OEM OS software commonly pre-loaded on systems. Also, in some cases a configuration may require special software to meet the configuration specifications. In these cases it should be included in the proposal. However, software that is not required and/or not specified in the configuration should not be included.
- Q.160. Section IV. Paragraph B.9.c. This section states: "Responders should propose six standard configurations--three desktop, two servers, and one laptop." Please confirm that the requirement for each Contractor to propose standard configurations for desktop and laptop, even if the Contractor does not respond to Appendix C, Band 2 - Desktop, and Appendix C, Band 2 -Laptop.
- A.160. Responders should propose standard configurations in as many Bands as they are capable of providing if a Contract is awarded.
- Q.161. Section IV. Paragraph B.9.c. This section states: "Responders should propose six standard configurations--three desktop, two servers, and one laptop." Can Contractors offer a desktop solution which includes thin/ stateless clients which can be packaged together, such that a server plus a specified number of clients priced below the \$25,000 threshold?
- A.161. Yes.
- Q.162. Section I. Paragraph F. Terminology, Definition of Software. This definition of "Software" states: "Software means machine-readable object code instructions that are preloaded on equipment or LAN hardware." Please clarify if it is the intent of this "Software" definition to restrict purchasers from ordering a second operating system or operating environment at the time of purchase, or at a future date from a separate part number?
- A.162. No.
- Q.163. Section I. Paragraph F. Terminology, Definition of Software. The definition of "Software" states: "Software means machine-readable object code instructions that are preloaded on equipment or LAN hardware. The term 'Software' applies to all parts of software and documentation, including new releases, updates, and modifications of software."

Contractor's normal business practice is to provide Software updates with a Software Support Contract, after the initial system with the requested (preloaded) software has been purchased. Please clarify the difference between the definition of "Software" in sentence one and two above as it relates to the Contractor's ability to offer "Software" new releases, updates, and modifications via a Software Support Contract after the initial Software purchase.
- A.163. Sentence two is an expansion of the first sentence.
- Q.164. Section IV. Paragraph 14.a. Take back/Recycling. In regard to the Take back Program is it acceptable to have a program wherein we dispose of the take back equipment by selling it in the broker community?
- A.164. The State of Minnesota chooses not to respond.

- Q.165. Section I.A. The last paragraph on Page 3 states:
"In general, individual units/configurations should not exceed \$50,000 each."
Our SAN products exceed \$50,000. At a minimum, a low-end typical configuration sells for \$100 - \$150K; while other larger typical configurations range anywhere from \$250 - \$500K. This would include all of the hardware, software drives, etc. needed to have a functioning SAN. As a note our SAN offerings are designed for both departmental and data center environments (they are not CPU related). Will you consider raising the dollar limit to a much larger amount in order to allow our company to respond?
- A.165. The focus of this RFP is on Desktop/Office/Small operation's needs. If your least expensive offering for this focus is in excess of \$50,000, you may offer it.
- Q.166. Section I. Paragraph B. The RFP states: "To qualify for this solicitation, Responders must, at a minimum, manufacture all of the components in any one or more of the Bands, as specified in Section IV, Paragraph B2a." We intend to respond to Band 4 - Auxiliary Storage. In addition to our own manufactured SAN products, we offer a variety of switches and HBAs that are often a fundamental part of our SAN solution. Are we allowed to include these 3rd party products along with our offering? If not, are the agencies allowed to procure these products with items that are on the WSCA contract?
- A.166. The State of Minnesota chooses not to respond.
- Q.167. Appendix B. Paragraph 5. Order of Precedence, subparagraph C. It seems that the terms of Amendments to the Agreement should take precedence over the terms and conditions of the Agreement, at least to the extent that they change those terms and conditions. Would the State be willing to revise the order of preference with respect to Amendments to the Agreement.
- A.167. Please read Section II.D. Number 15 and Section IV.B.11 concerning requesting changes to terms and conditions.
- Q.168. Appendix B. Paragraph 6. Payment Provisions, subparagraph A: Contractor's customary terms and conditions would provide for acceptance upon delivery (for FOB destination), subject to a 30 day return period after acceptance, during with a Purchasing Entity could return Products or reject services if the Product or service fails to materially conform to accompanying documentation and specifications. Contractor's 30-day return period is consistent with the State's 30-day payment requirement, as stated in subparagraph B. As written, however, subparagraph A does not expressly state a time limit for acceptance by a Purchasing Entity, nor does it state that only material failure to conform with the Contractor's published specifications is grounds for return.
- Would the State be willing to clarify subparagraph A to specify that a Purchasing Entity may return Products and/or reject services within 30 days after delivery or performance, for material failure to conform with Contractor's published specifications, and that failure to reject within such time period will be deemed acceptance? Also, would the State be willing to specify that acceptance occurs on delivery, subject to Product return or rejections of Services within the 30-day return period? This language is particularly important to Contractor, in light of the transfer of risk under Paragraph 10, only after acceptance.
- A.168. Please read Section II.D. Number 15 and Section IV.B.11 concerning requesting changes to terms and conditions.
- Q.169. Appendix B. Paragraph 10. Shipment and Risk of Loss, subparagraph A. Contractor is not willing to accept responsibility and liability for loss or damage to Products after delivery to a Purchasing Entity. Upon delivery, such products are in the care, custody and control of the Purchasing Entity alone, such that Contractor would have no opportunity to protect against loss. If the State is unwilling to state that acceptance occurs upon delivery, as request above, would the State be willing to amend Paragraph 10, subparagraph A to state that responsibility and liability for loss or damage shall remain with Contractor until delivery, when responsibility and liability for loss or damage shall pass to the Purchasing Entity except as to latent material defects, fraud and Contractor's warranty obligations?
- A.169. Please read Section II.D. Number 15 and Section IV.B.11 concerning requesting changes to terms and conditions.
- Q.170. Appendix B. Paragraph 11. Warranties, subparagraph A(1): As Contractor's warranties would be as expressly set forth in Exhibit A, and as applicable state laws do not permit modification of written warranties based on sales representations in all circumstances, Contractor cannot agree to provide a warranty for all representations by salespersons (i.e. even those not otherwise actionable under applicable laws). Would the State be willing to acknowledge that only sales representations actionable under applicable law as creating a warranty contrary or supplemental to Contractor's written warranty may form the basis for a warranty claim under Paragraph 11, subparagraph A(1)?
- A.170. Please read Section II.D. Number 15 and Section IV.B.11 concerning requesting changes to terms and conditions.
- Q.171. Appendix B. Paragraph 11. Warranties, subparagraphs 3 and 4: Would the State be willing to delete subparagraphs 3 and 4? Contractor's written product warranty (to be included as Exhibit A) expressly disclaims warranties of merchantability and fitness for a particular purpose. The written warranties of third party manufacturers may similarly disclaim those warranties, creating liability for Contractor for third party products sold to a purchasing entity, that is not protected by the manufacturer's warranty.
- A.171. Please read Section II.D. Number 15 and Section IV.B.11 concerning requesting changes to terms and conditions.

- Q.172. Appendix B. Paragraph 11. Warranties, subparagraph C: Where third party warranties are delivered by Contractor with Products, will Purchasing Entities be obligated to seek warranty remedies against those third parties, with recourse against Contractor only if such third parties breach or default on their warranty obligations? As only a Purchasing Entity would have privity of contract under a third party warranty, Contractor would be unable to enforce such warranties without direct participation of the Purchasing Entity. Further, Contractor's product warranty, to be included as Exhibit A, extends only to Contractor's named products.
- A.172. Please read Section II.D. Number 15 and Section IV.B.11 concerning requesting changes to terms and conditions.
- Q.173. Appendix B. Paragraph 17. Take back/Environmental/Energy Efficiency Programs: May Contractor satisfy its take back requirement by utilizing a subcontractor who business is the proper disposal of such products under applicable law?
- A.173. Yes.
- Q.174. Appendix B. Paragraph 23. Payments to Subcontractors. Contractor is already party to certain subcontractor agreements that provide for a payment period other than ten (10) days (e.g. net 30 or net 45). Would Contractor be required, under Minn. Stat. Section 16A.1245 to pay all subcontractors within 10 days, despite contract obligations to the contrary.
- A.174. The State of Minnesota chooses not to respond.
- Q.175. Appendix B. Paragraph 24. Indemnification. Would the State be willing to amend the indemnification provision to require indemnification by Contractor for claims, suits, actions, liabilities and costs, of any kind, including attorneys' fees, for personal injury or damage to property, to the extent caused by the wrongful or negligent acts or omissions of the Contractor, its agents, officers, employees or subcontractors? As written, Contractor's liability could be construed to extend to claims caused by the wrongful acts or negligence of others, if such claims, damages, etc. in any way arise from any act or omission of Contractor, whether or not such act or omission was wrongful or negligent.
- A.175. Please read Section II.D. Number 15 and Section IV.B.11 concerning requesting changes to terms and conditions.
- Q.176. Appendix B. Paragraph 31. Limitation of Liability. Is the State willing to remove the exclusion of Paragraph 24 from the Limitation of Liability under Paragraph 31? As a compromise, Contractor would be will to accept unlimited liability for infringement actions, as currently provided under Paragraph 12. (Contractor normally objects to any unlimited liability, as it impairs its ability to manage risk.)
- A.176. Please read Section II.D. Number 15 and Section IV.B.11 concerning requesting changes to terms and conditions.
- Q.177. Appendix B. Paragraph 34. Release. Protection of Contractor's confidential information should survive final payment under the Agreement, for a defined period following termination. Would the State be willing to exclude the State's confidentiality obligations under Paragraph 35, subparagraph A, from the release provided under paragraph 34? Contractor proposes a minimum period of three (3) years after termination of the Agreement, for continuance of the confidentiality obligations of the Lead State and participating Entities.
- A.177. Please read Section II.D. Number 15 and Section IV.B.11 concerning requesting changes to terms and conditions.
- Q.178. Appendix B. Paragraph 35. Confidentiality. Would the State amend the last sentences of subparagraph B to make the indemnification and hold harmless obligation mutual.
- A.178. Please read Section II.D. Number 15 and Section IV.B.11 concerning requesting changes to terms and conditions.

Q.179. Appendix B. Paragraph 40. Assignment. It seems contrary to the nature of a sale, transfer or assignment for a contractor to remain "solely liable" for performance under the Agreement, after the date of transfer or assignment, particularly if the State has acknowledged (i.e. permitted) the transfer or assignment. Also, as the sale, transfer or assignment may provide for a full transfer of liability even for existing obligations, Paragraph 40 could be in conflict with the contract terms of any such transfer. Would the State be willing to acknowledge under Paragraph 40 that Contractor shall remain solely liable for all performance required under the terms and conditions of this Agreement, except to the extent such liability has been expressly assumed in writing by a third party as a result of a sale, transfer or assignment acknowledged by the State.

A.179. Please read Section II.D. Number 15 and Section IV.B.11 concerning requesting changes to terms and conditions.

Q.180. Appendix B. Paragraph 41. Contract Administrator. Would Contractor have the right to object to or negotiate with the Contract Administrator regarding its instructions concerning the contents of Contractor's web site? As Contractor has other contractual obligations regarding its web site (including contracts with other governmental entities), it would need to reserve the right to modify the instructions of the Contractor Administrator as needed to also comply with those obligations.

A.180. Yes.

Q.181. Appendix B. Paragraph 42. Survival. As noted previously, Contractor requests that the Confidentiality provisions under the Agreement survive termination by a minimum of 3 years.

A.181. Please read Section II.D. Number 15 and Section IV.B.11 concerning requesting changes to terms and conditions.

Q.182. Appendix B. Paragraph 50. Ownership. Contractor respectfully requests amendment of Paragraph 50 to clarify that nothing in the Agreement shall be construed as transferring any right, title or interest in any of Contractor's Confidential Information, trademarks, copyrights, intellectual property or other proprietary interest. The nature of Contractor's products does not generally provide for customization; Contractor does not agree that its proprietary rights should transfer simply because information and/or materials are prepared (e.g. referencing WSCA) in order to effectuate purchases under the Agreement.

A.182. Please read Section II.D. Number 15 and Section IV.B.11 concerning requesting changes to terms and conditions.

Q.183. Appendix B. Paragraph 52. Antitrust. Please explain the purpose and/or reasoning behind Paragraph 52.

A.183. The State of Minnesota chooses not to respond.

Additional Changes:

- a. Section I. Definition of Manufacturer is intended to mean a company who takes direct, legal responsibility to warrant and maintain the equipment to be provided if a Contract is awarded, and agrees not to assign that responsibility to a third party.
- B. Section II. Submission of Proposals. Delete Ms. Connie Gerdes from the list of individuals where additional copies of the response are to be sent; and add: Mr. James Scarboro, Procurement Manager, Arizona State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona 85007.
- C. Section V. Paragraph A. Evaluation Point Summary. The total points assigned for "Cost" have been increased to 275. The grand total of possible points is increased to 1025.
- D. Section V. Paragraph B.15. Cost. Each product within each Band is assigned a 25 points, which is an equal number of possible points.
- E. Section I. Paragraph G. Background Information, 5th Paragraph: Add Vermont to the list of States that have signed an Intent to Participate Form.



REQUEST FOR PROPOSAL (RFP) ADDENDUM

Addendum No.: 3 Date of Addendum: March 19, 2004

Due Date, Time: March 25, 2004, 2:30 p.m., CST Revised Date, Time: No Change

Agency: State of Minnesota, NASPO, WSCA Acquisition Mgmt. Spec.: Bernadette Kopischke, CPPB

Title: Manufacturers of Personal Computer Equipment and Related Devices for the State of Minnesota, the Western States Contracting Alliance and the National Association of State Procurement Officials

SCOPE OF ADDENDUM

The following clarifications is hereby made a part of this RFP:

Article II.B.5.

Correct the zip code for Ms. Belinda Miller, Baton Rouge, LA, to 70804-9095.

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

RESPONDER NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____