

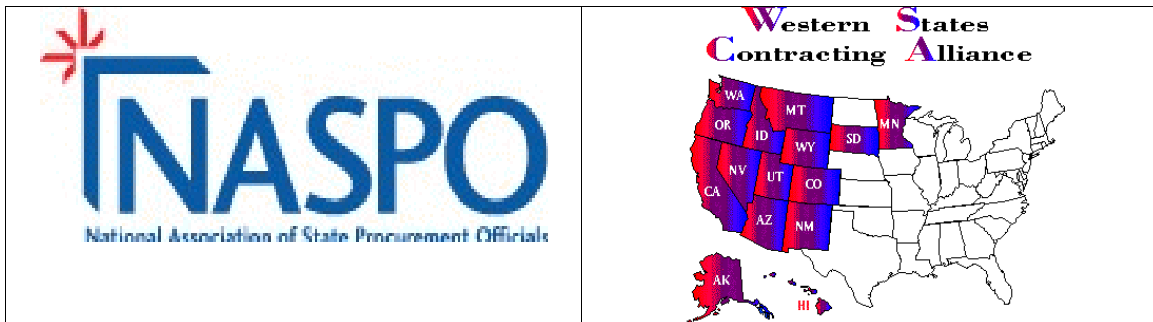
The Minnesota Department of Administration

Materials
Division

Management



On behalf of the
STATE OF MINNESOTA
and in Association with



REISSUE OF
THE
REQUEST FOR PROPOSALS
FROM

MANUFACTURERS OF PRINTERS

ISSUE DATE: January 27, 2005

RESPONSE DUE DATE AND TIME:
February 18, 2005, 2:30 p.m. CST

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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 Band 3, individual or small shared printers, from the original RFP issued in February, 2004.

WSCA/NASPO and MMD are reissuing a portion of the original RFP for this Band to specifically allow manufacturers to propose multi-functional or all-in-one printers. This functionality was specifically excluded from the original solicitation. Given the perceived shift in the industry practice since February, 2004, WSCA/NASPO and MMD have determined that excluding this functionality may negatively impact the availability and pricing of the printers offered.

All machines proposed MUST basically function as an individual or small shared printer, plus may perform a combination of additional functions, including: faxing, scanning and copying.

Machines offered, both for the original printer bands, and for this re-issue MUST comply with the limits and boundaries defined by the WSCA Directors (see more detail below). Basically, they MUST:

- 1) not exceed the individual/unit configuration limit of \$50,000 (or an alternate limit set by an individual participating addenda); and,**
- 2) be offered for purchase, this is NOT a solicitation for the rental or leasing of printers (which is a financial arrangement, not a functional option).**

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.

“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** a reseller contract. It is the intent of this RFP to contract with equipment manufacturers for the **PURCHASE** of printers. At the option of the WSCA Directors and the Participating State procurement official, factory warranted upgrades for equipment previously purchased from the contracts resulting from this RFP (or the previous WSCA PC contracts) may be included as part of the resulting contracts.

It is the further intent of this RFP that leasing or rental agreements are not included in the Master Price Agreements. Each Participating Entity is allowed to negotiate leasing or rental agreements into their Participating Addendum, if they have the legal authority to enter into these types of agreements without going through a competitive process.

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 2005 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 the equipment being proposed, or agree to take legal responsibility for the warranty and maintenance of the proposed equipment. In addition, each Responder must propose a Takeback Program as specified in Section IV, Paragraph B14.

Contractors who were awarded a Contract based on the RFP from Manufacturers of Personal Computer Equipment and Related Devices that was issued on February 9, 2004, need not respond to all of the requested information in Section IV. Specifications. These Contractors need only to respond to Items: 2. Products and Services Overview, 8. Pricing Level and Volume Discount Guarantees, 9. Products and Services Schedule, and 14. Cost in Section IV. If any of these Contractors are successful awardees in this RFP, the Contractor's Master Price Agreement will be amended to include these new offerings.

The primary objective is to establish permissive Master Price Agreement(s) with Contractors who are able to provide specific printing equipment so that Purchasing Entities may order product(s) appropriate for their needs. This solicitation is focused on the desktop and office/work group printers 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 verification from the individual State Procurement Director and local statutory provisions allow for use of these types of agreements.

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.

D. SCOPE OF PROCUREMENT

The Master Price Agreements shall become effective on or about March 11, 2005 and will be in effect until August 31, 2007. The MMD reserves the option of extending the agreements on an annual basis for two (2) additional one-year terms or portions thereof.

It is anticipated that 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, or the current Master Price Agreements are amended.

The scope of procurement includes the purchase of individual or small shared printers, including multi-functional or all-in-one printers that have faxing, scanning, and copying functions. 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.

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: Bernadette Kopischke
Title: WSCANASPO 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.

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

“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 uniquely required for the operation of Equipment offered or supplied are included -- printer cartridges, batteries, 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 individual or small shared printers, including multi-functional or all-in-one printers that have faxing, scanning, and copying functions.

“Evaluation Committee” means a body approved by the WSCA Directors and designated by the MMD to perform the evaluation of Responders’ 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 printers. 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 agreement. In order for a Purchasing Entity to participate in a Master Price Agreement, the appropriate state procurement official or other designated procurement official must be a Participating State or a 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.

“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.

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

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

“**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.

“**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.

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	27 January 2005
2	Deadline for Submission of Written Questions	Potential Responders	2:30 p.m., CST, 8 February 2005
3	Responses to Written Questions/RFP Addenda (if required)	MMD - Contract Administrator	10 February 2005
4	Submission of Proposals to Materials Management Division	Potential Responders	2:30 p.m., CST, 18 February 2005
5	Proposal Evaluation	Evaluation Committee	22 February 2005 thru 24 February 2005
6	Selection of Finalists	Evaluation Committee	25 February 2005
7	Presentation of Award Recommendations to WSCA Directors	MMD - Procurement Manager	3 March 2005
8	Contract Negotiations with Finalists	MMD and Finalists	4 March 2005 thru 11 March 2005
9	Final Contract Award Notifications	MMD - Contract Administrator	11 March 2005
10	Sign Contracts	MMD and Finalists	11 March 2005

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. 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 C** for the form to use to submit questions. The Contract Administrator will not respond to questions submitted in any other manner, format, or received after the submittal date

3. **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>

4. **Submission of Proposals**

Responders shall submit an original copy of their proposals, **signed in ink**, by a designated representative authorized by the firm or company to execute contracts on its behalf. 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 FEBRUARY 18, 2005**

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 PRINTER RE-SOLICITATION
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 PRINTER RE-SOLICITATION.

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 PRINTER RE-SOLICITATION PRICING CONFIGURATION FORMS.

Proposals Submitted By Facsimile Will Not Be Accepted

5. 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.

6. Selection of Finalists

The Evaluation Committee will recommend, from the qualified responders, a list of finalists that are deemed most advantageous, taking into consideration the evaluation factors set forth in the RFP, to the Procurement Manager. The Procurement Manager will take these recommendations to the WSCA Directors for approval. 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.**

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.

7. Contract Negotiations with Finalists

The Contract Administrator, with assistance from Procurement Manager, and MMD staff 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.

8. 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. 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 named 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 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. 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 a 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.

A Responder shall be presumed to be in agreement with these terms and conditions

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

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

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

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

16. Agreement Deviations

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

17. Responder Qualifications

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

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

18. Rights Reserved

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

- a. Reject any and all responses (or portions thereof) received;
- b. Select, for contracts or for negotiations, a response other than that with the lowest cost;
- c. Waive or modify any informalities, irregularities, or inconsistencies in the responses received;
- d. Negotiate any aspect of the proposal with any Responder and negotiate with more than one Responder;
- e. Request a BEST and FINAL OFFER, if the Evaluation Team deems it necessary and desirable; and
- f. Terminate negotiations and select the next response providing the best value

for the State, prepare and release a new RFP, or take such other action as the State deems appropriate if negotiations fail to result in a successful Contract.

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

19. Changes in Contractor Representatives

The Contractor must notify the 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.
- © 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 B4 on or before the closing date and time for receipt of proposals.

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.

Contractors who were awarded a Contract based on the RFP from Manufacturers of Personal Computer Equipment and Related Devices that was issued on February 9, 2004, need not respond to all of the requested information in Section IV.

Specifications. These Contractors need only respond to Items: 2. Products and Services Overview, 8. Pricing Level and Volume Discount Guarantees, 9. Products and Services Schedule, and 14. Cost in Section IV. If any of these Contractors are successful awardees in this RFP, the Contractor's Master Price Agreement will be amended to include these new offerings.

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
- b. Table of Contents
- c. Proposal Summary (optional)
- d. Response to Specifications 1 through 9
- e. Response to Specification 10, Product and Services Schedule
Diskette(s), CD or URL address
- f. Response to Specification 11, Revised Price Agreement/Proposals on
Diskettes or CD
- g. Response to Specifications 12 through 14

If a second binder is required, the following items should be placed in Binder 2:

- h. Response to Specification 15, Completed Cost Response Form(s)
Sealed
- i. Response to Master Price Agreement Terms and Conditions, Appendix
A
- j. Responder's Additional Terms and Conditions
- k. Sample Reports and Other Supporting Material
- l. State of Minnesota forms, Appendices F through J

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

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

Responders may attach other material that they feel may improve the quality of their responses. However, these materials should be included and indexed in binder 2.

2. Letter of Transmittal

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

- a. Identify the submitting organization;
- b. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- c. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- d. Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;
- e. Explicitly indicate acceptance of the Conditions Governing the Procurement

- stated in Section II, 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 A.

2. **Facilities**

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

B. TECHNICAL SPECIFICATIONS

1. **Corporate Overview**

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

- a. **Facilities**
Responders must indicate number and location of manufacturing, 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 printer 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 time lines 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 describing 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.

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

Band 3 - Printers

High-speed

Medium speed

Desktop

Lap-top

Multi functional Desktop

Multi functional Medium-speed

Multi functional High-speed

b. Customer Satisfaction

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

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

d. 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.

e. Section 508 Compliance

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

3. Reporting

a. WSCA (Administration) Reporting

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

b. Customer (Participating Entity) 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 three (3) written letters of reference as part of the response from current or previous states (do not include references from Alaska, Arkansas, Arizona, Georgia, Iowa, Louisiana, Minnesota, Oregon, or New Mexico) 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 time frame 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. 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.

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.

9. 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).

10. 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.

11. 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.

12. 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.

13. Takeback/ Environmental Programs

a. Takeback/Recycling

Responders must describe their Equipment Takeback/recycling program for printers by addressing each of the following: date the program is or will be in operation, volume of Equipment being recycled/disposed or proposed, certificates of lawful disposal, 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 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.

14. Cost

Responders must complete the Price Configuration Form(s) found in appendix B and submit them with their proposal, using the proposed

PSS prices. For the purpose of preparing the proposal, Responders are to assume that proposed Equipment configurations are delivered to and serviced in St. Paul, Minnesota. The configuration pricing shall be single unit, non-educational pricing. If you are unable to match the specifications exactly, please provide your closest equivalent.

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

A total of 800 points is possible. Points will be awarded on the basis of the following evaluation factors:

1. **Corporate Overview (125 total possible points)**

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 **25 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).
- g. **Agent Reseller Usage** —No points

2. **Products and Services Overview (75 total possible points)**

- a. **Breadth of Offering** —Up to a maximum of **25 points** will be awarded based upon the breadth of the proposed product line including the configuration flexibility and range of performance.

- 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 (15 total possible points)**
- 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 (50 total possible points)**
- Web Site**—Up to a maximum of **20 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.
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 **25 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 (40 total possible points)**

- 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. Pricing Level and Volume Discount Guarantees (100 total possible points)**
- a. **Initial**—Up to a maximum of **25 points** will be awarded based upon an assessment of the monetary value of the proposed base 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.
- 9. Products and Services Schedule**—No Points.
- 10. Revised Price Agreement on Diskette**—No Points.
- 11. Alternatives**—No Points.
- 12. Financial Strength**—No Points.
- 13. Takeback/Environmental Program (100 total possible points)**
- 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.

14. Cost (245 total possible points)

Total cost will be calculated by adding the proposed cost for each category of printer.

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.5.
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. 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 as specified in Section II, Paragraph B.6. 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

Master Price Agreement Terms and Conditions

WESTERN STATES CONTRACTING ALLIANCE

MASTER PRICE AGREEMENT

for

PRINTER EQUIPMENT, SOFTWARE, AND RELATED SERVICES

Number _____

This Agreement is made and entered into by _____ (“Contractor”) and the 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 Participating States and Participating Entities.

RECITALS

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

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

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

INTENT AND PURPOSE

The intent and purpose of this Agreement is to establish a contractual relationship with equipment manufacturers to provide, warrant, and offer maintenance services on **ALL** products proposed in their response to the RFP issued by the State of Minnesota. The Contractor may use subcontractors to provide the warranty and/or maintenance services; however the Contractor will be responsible for working with the equipment manufacturer on behalf of the Purchasing Entity and for the timeliness and quality of all services provided.

It is the further intent of this Agreement that leasing or rental agreements are not included. Each Participating Entity is allowed to negotiate leasing or rental agreements into their Participating Addendum, if they have the legal authority to enter into these types of agreements without going through a competitive process.

This Agreement is **NOT** for the 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

for

restriction on how many units/configurations can be purchased, but on the value of each individual unit/configuration. Individual Participating States and Participating Entities may set specific limits in a participating addendum, with the prior approval of the WSCA Directors.

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

1. Definitions

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

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

“Contract Administrator” means to an 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.

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

“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.

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

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

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

“Documentation” refers to manuals, handbooks, and other publications listed in the PSS, or supplied with products listed in the PSS, or supplied in connection with services.

Documentation may be provided on magnetic media or may be downloaded from the Contractor’s web site.

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

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

“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 individual or small shared printers, including multi-functional or all-in-one printers that have faxing, scanning, and copying functions.

“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.

“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.

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

“Manufacturer” means the company that designs, assembles, and markets computer equipment including printers. 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” 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.

“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.

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

“Political Subdivision” means local 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.

“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 printing equipment, but not unrelated services. The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program.

“Products and Services Schedule Prices” 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.

The term “Program” includes any IBM Program, or Non-IBM Program that IBM may provide to the Purchasing Entity. The term does not include Machine Code, LIC, or Materials.

“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 Agreement 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.

“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/help desk, and any other directly related technical support service required for the effective operation of a product offered or supplied. General consulting and all forms of application development and programming services are excluded.

“Servicing Subcontractor” or **“Agent Reseller”** or **“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, unless otherwise provided in a Participating Agreement. Servicing Subcontractors shall be named individually or by class in the Participating Addendum. **The Contractor 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 Take back Program.**

“Standard Configurations” mean deeply discounted standard configurations that are available to Purchasing Entities using the Master Price Agreement only. This specification includes a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals.

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

“Takeback Program” means the Contractor’s process for accepting the return of the equipment or other products at the end of life.

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

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

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

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

2. **Scope of Work**

The Contractor, or its approved subcontractor, shall accept purchase orders from and deliver printing Products and services to Purchasing Entities in accordance with the terms of this Agreement. This Agreement is a “Master Price Agreement”. Accordingly, the Contractor shall provide Products or Services only upon the issuance and acceptance by the Contractor of valid “Purchase Orders”. Purchase Orders may be issued to purchase the license for software or to purchase products listed on the Contractor’s PSS. A Purchasing Entity may purchase any quantity of Product or Service listed in the Contractor’s PSS at the prices in accordance the Paragraph 13, Price Guarantees. Subcontractor participation is governed by the individual Participating State procurement official. The Contractor is required to provide warranty and maintenance services on equipment that is purchased. The Contractor shall offer a Takeback Program for all products covered by this Agreement.

3. **Title Passage**

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

4. Permissive Price Agreement and Quantity Guarantee

This Agreement is not an exclusive agreement. Purchasing Entities may obtain computing system Products and services from other sources during the agreement term. The State of Minnesota, 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 conflicting with this Agreement or the Participating Addendum 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 P-1331 and Addenda thereto; and
- F. Contractor's proposal including any written clarifications and/or 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 within thirty (30) calendar days following delivery of non-acceptance of a product or service.

B. Payment of Invoice

- 1. Payments shall be submitted to the Contractor at the address shown on the invoice, as long as the Contractor has exercised due diligence in notifying the State of Minnesota and/or the Purchasing Entity of any changes to that address. Payments shall be made in accordance with the applicable laws of the Purchasing Entity.
- 2. For Minnesota, 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, interest may be paid on the unpaid balance due to the Contractor 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".

3. 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. Contractor shall provide a commercial invoice. The Contractor shall also provide a packing slip/list for each system to identify the components included within the configuration. Invoices shall match the line items on the Purchase Order.

7. Agreement Term

Pursuant to Minnesota law, the term of this Agreement shall be effective upon the date of final execution by the State of Minnesota or on March 1, 2005, whichever is later, through August 31, 2007 (3 years). The Agreement may be mutually renewed for two (2) additional one-year terms unless terminated pursuant to the terms of this Agreement.

8. Termination

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

A. Termination for Convenience

At any time, the State may terminate this agreement, in whole or in part, by giving the Contractor (30) days written notice; provided, however, neither the State nor a Purchasing Entity has the right to terminate a specific purchase order for convenience after it has been issued if the product is ultimately accepted. At any time, the Contractor may terminate this Agreement, in whole or in part, by giving the 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 with the Contractor until delivery to the identified ship to address when responsibility and liability for loss 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 or wrongful intentional act or omission of the Purchasing Entity.
- C. Unless otherwise arranged between the Purchasing Entity and Contractor, all shipments of Products should be shipped within three-to-five days by a reliable and insured shipping company.

11. Warranties

- A. The Contractor agrees to warrant and assume responsibility for each Product that it licenses or sells to the Purchasing Entity under this Agreement in accordance with the Contractor's standard warranties. The Contractor acknowledges that the Uniform Commercial Code applies to this Agreement. In general, the Contractor warrants that:
 - 1. The Product will conform with the specific technical information about the Contractor's products which is published in the Contractor's product manuals or data sheets.
 - 2. The Product will be suitable for the ordinary purposes for which such Product is intended,
 - 3. The Product will meet any mandatory specifications provided in writing to the Contractor prior to reliance by the Participating Entity on the Contractor's skill or judgment when it advised the Purchasing Entity about the Product's ability to meet those mandatory specifications.
 - 4. The Product has been properly designed and manufactured for its intended use, and
 - 5. The Product is free of significant defects in material and workmanship, or unusual problems about which the Purchasing Entity has not been warned.
 - 6. Exhibit A contains additional warranties in effect as of the date of this Agreement. The warranties will be limited in duration to the time period(s) provided in Exhibit A. The warranties will not apply to use of a Product other than as anticipated and intended by the Contractor, to a problem arising after changes or modifications to the Products or operating system by any party other than the Contractor (unless expressly authorized in writing by the Contractor), or to use of a Product in conjunction or combination with other products or software not authorized by the Contractor. The following is a list of the warranties attached as **Exhibit A**:
 - a) **(Insert Title)**
 - b) **(Insert Title)**
 - c) **(Insert Title)**
- B. Contractor may modify the warranties described in Exhibit A from time to time with 30 days prior written 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, as provided by the Manufacturer.

12. Patent, Copyright, Trademark and Trade Secret Indemnification

- A. The Contractor shall defend, at its own expense, the State of Minnesota, Participating States, Participating Entities, Purchasing Entities 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 Purchasing Entity for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the Lead State or Participating or Purchasing Entity shall:

1. Give the Contractor prompt written notice of any claim;
 2. Allow the Contractor to control the defense or settlement of the claim; and
 3. Cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.
- B. If any Products or Service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:
1. Provide a Purchasing Entity the right to continue using the Products or Services;
 2. Replace or modify the Products or Services so that it becomes non-infringing; or
 3. Accept the return of the Products or Service and refund an amount equal to the depreciated value of the returned Products or Service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any Products or Services modified by the Purchasing Entity to the extent such modification is the cause of the claim.
- C. The Contractor has no obligation for any claim of infringement arising from:
1. The Contractor's compliance with the Purchasing Entity's or by a third party on the Purchasing Entity's behalf designs, specifications, or instructions;
 2. The Contractor's use of technical information or technology provided by the Purchasing Entity;
 3. Product modifications by the Purchasing Entity or a third party;
 4. Product use prohibited by Specifications or related application notes; or
 5. Product use with products that are not the Contractor branded.

13. **Price Guarantees**

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

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

14. **Product and Service Schedule**

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

- A. The PSS prices for Products and services will conform to the guaranteed price discount levels on file with the Contract Administrator for the following Products:
Band 3: Printers, High speed; Medium speed; Desktop; Laptop
- B. The Contractor may change the price of any Product or Service at any time, based upon documented baseline price changes, but the guaranteed price discount levels

shall remain unchanged during the agreed period unless or until prior approval is obtained from the Contract Administrator. The Contractor agrees that the PSS on the State's administration website shall contain a single, uniform WSCA price for configurations and items. Failure to comply with this requirements will be grounds for further action to be taken against the Contractor.

- C. The Contractor may make model changes; add new Products, and Product upgrades or Services to the PSS in accordance with Item 15. Product Substitutions, below. The pricing for these changes shall incorporate, to the extent possible, comparable price discount levels approved by the 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 Agreements. 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 to the PSS 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 hardware and software installation or operation of Contractor-supplied Products during the product warranty period or during a support agreement.

17. Take back/Environment/Energy Efficiency Programs

The Contractor agrees to maintain for the term of this Agreement, and all renewals/extensions thereof, programs as described in their response to the RFP, including but not limited to:

- A. Take back/Recycling of CPUs, servers, monitors, flat panel displays, notebook computers, and printers. Costs are listed on the web site.
- B. Environment: Compliance with the European Unions' Directives, or other international directives; reduction/minimization/avoidance of the use of toxic and hazardous constituents; certification by independent third party eco-labeling programs (TCO, Blue Angel, and Nordic Swan); ISO 14001 certification; and the use of recyclable, nontoxic packaging.
- C. Energy Efficiency: Products meet the Energy Star or other recognized programs for energy efficiency.

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

The Contractor will notify the Contract Administrator, in writing, of any additions/changes/deletions to the above programs.

18. Product Delivery

Contractor agrees to deliver Products to Purchasing Entities within 10 - 14 days after receipt of a valid Purchase Order, or in accordance with the schedule in the Purchasing Entity's Purchase Order.

19. Force Majeure

Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, strike, riot, industry-wide constraints, 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 Minnesota transactions 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.

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

21. Independent Contractor

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

22. Use of Servicing Subcontractors

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

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

23. Payments to Subcontractors

In the event the Contractor hires subcontractors to perform all or some of the duties of this Agreement, 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 Agreement. 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 Agreement 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 Agreement, consistent with the intellectual property rights and ownership sections of this Agreement. In the event the Contractor does not obtain the intellectual property rights of the subcontractor consistent with the transfer of rights under this Agreement, 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 real property or tangible personal property arising from the negligent or willful 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

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

26. Scope of Agreement

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

27. Severability

If any provision of this Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, by a court of competent jurisdiction then both the State and the

Contractor shall be relieved of all obligations arising under such provision. If the remainder of this Agreement is legally valid, 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 Agreement 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 forbearing/indulging 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 Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement 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 Agreement will constitute or be deemed a waiver or forfeiture of those rights.

29. Web Site Maintenance

- A. The Contractor agrees to maintain and support an Internet website linked to the State's administration website for access to the PSS, service selection assistance, problem resolution assistance, billing concerns, configuration assistance, Product descriptions, Product specifications and other aids in accordance with reasonable instructions provided by the Contract Administrator. The Contractor agrees that the PSS on the State's administration website shall contain a single, uniform WSCA price for configurations and items. Failure to comply with this requirements will be grounds for further action to be taken against the Contractor.
- B. The Contractor agrees to maintain and support Participating State and Entity Internet website for access to the specific Participating Entity PSS, as well as all other items listed in Item 29.A. listed above. The website shall have the ability to hold quotes for 45 days, as well as the ability to change the quote.
- C. The Contractor may provide electronic commerce assistance for the electronic submission of Purchase Orders, purchase order tracking and reporting.

30. Equal Opportunity Compliance

The Contractor agrees to abide by federal laws and the laws, regulations, and executive orders of the state in which it's primary place of business is located pertaining to equal employment opportunity. 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 life of the Agreement.

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, punitive, or consequential damages arising out of this Agreement or the use of the Products or Services 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, except as expressly provided in Paragraph 41. Survival, below. 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. Data Practices

A. The Contractor and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State to the Contractor and all data provided to the State by the Contractor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with this Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13.

B. In the event the Contractor receives a request to release the data referred to in this

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

- C. The Contractor agrees to indemnify, save, and hold the State, its agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce this provision of the Agreement. In the event that the Contractor subcontracts any or all of the work to be performed under the Agreement, the Contractor shall retain responsibility under the terms of this paragraph for such work.
- D. The Contractor agrees to be bound by the data practices requirements as outlined in the Participating Addendum of a Participating State or Participating Entity.

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 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.
- 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 Agreement. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the Agreement and did not disclose the conflict to the Contract Administrator, the State may terminate the Agreement for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Agreement," "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 Services and shall bear the costs associated with the site preparation.

40. Assignment

The Contractor shall not sell, transfer, assign, or otherwise dispose of this Agreement or any portion hereof or of any right, title, or interest herein without the prior written consent of the State's authorized agent. This Agreement is a manufactured-direct solicitation and Agreement. Assignment to an entity that is not a manufacturer, as defined in this Agreement, is **NOT** within the Scope of this Agreement. 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 Agreement. Failure to do so may result in the Contractor being held in default. This consent requirement includes reassignment of this Agreement 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 Agreement 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 Agreement. The Contractor may assign payments in accordance with specific provisions stated in a Participating Addendum.

41. Survival

Certain paragraphs of this agreement including but not limited to Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; Limitation 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.

42. Succession

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

43. Notification

A. If one party is required to give notice to the other under the Agreement, 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 44. The carrier for mail delivery and notices shall be the agent of the sender.

44. Reporting and Fees

A. Administration Reporting and Fees

1. 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 30
December 31	January 31
March 31	April 30

2. The periodic report shall include, but not be limited to the net (gross sales minus returns, credits, and deductions) sales for the period subtotaled by Purchasing Entity name, within the Purchasing Entity's state name. A standard format of data elements shall be developed for the report. The Contractor shall submit 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.
3. The Contractor agrees to include all Reseller Agent sales in the periodic utilization reports described above. In addition, the Contractor agrees to include in the utilization report a Reseller Agent utilization report of the net sales for the period subtotaled by Purchasing Entity name, within Purchasing Entity state name by Reseller Agent Name.
4. The Contractor agrees to provide with the quarterly utilization report a supplemental report of the credits associated with the units taken back in a format to be mutually agreed to.
5. The utilization reports shall be submitted to the Contract Administrator via electronic mail in a Microsoft Excel spreadsheet format, or other methods such as direct access to Internet or other databases.
6. If requested by the Contract Administrator, the Contractor agrees to provide supporting Purchase Order detail records on a mutually agreed magnetic media

in a mutually agreed format. Such requests shall not exceed twelve per year.

7. The failure to file the utilization reports and fees on a timely basis shall constitute grounds for the removal of the Contractor's primary representative, suspension of this Agreement or termination of this Agreement for cause.
8. The Contract Administrator shall be allowed access to all reports from all Purchasing Entities.

B. Participating Entity Reports and Fees

1. Participating Entities may require an additional fee be paid directly to the State on purchases made by Purchasing Entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments shall be incorporated in a Participating Addendum that is made a part of this Agreement. The Contractor may adjust PSS pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of that State. All such agreements shall have no effect whatsoever on the WSCA fee or the prices paid by the Purchasing Entities outside the jurisdiction of the State requesting the additional fee.
2. The Contractor agrees to provide additional reports to Purchasing Entities upon agreement by both parties as to the content and delivery method of the report. Methods of delivery may include direct access to Internet or other databases.
3. Each State Purchasing Entity shall be allowed access to reports from all entities within that State.

45. Default and Remedies

- A. Any of the following shall constitute cause to declare this Agreement or any order under this Agreement in default:
 1. Consistent 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 within 30-days notification of the written notice, 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 mutually agreed by the parties, as specified in an Amendment to 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 from within the Participating Entity's jurisdiction.

46. Audits

- A. The Contractor agrees to assist the Contract Administrator or designee with web site Product and pricing audits based on mutually acceptable procedures.
 - 1. The product audit will closely monitor the products and services listed on the website to insure they comply with the approved products and services. The addition of products or services not approved by the Contract Administrator will not be tolerated and may be considered a material breach of this Agreement.
- B. Upon request, the Contractor agrees to assist Participating Entities with invoice audits to ensure that the Contractor is complying with this Agreement in accordance with mutually agreed procedures set forth in the Participating Addendum.

47. Extensions

If specifically authorized by provision in a Participating Addendum, the Contractor may, at the sole discretion of the 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 State has no liability whatsoever concerning payment for products or services.

48. Sovereign Immunity

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

49. Ownership

- A. **Ownership of Documents/Copyright.** Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms, prepared by the Contractor in the performance of its obligations under the Agreement 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 Agreement. The Contractor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contractor's obligations under the Agreement 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 Agreement and are ordered as a work product, will be the property of the State and are, by the Agreement, 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 Agreement shall be considered "works for hire" as defined in the U.S. Copyright Act. Nothing in this

Agreement shall be construed as transferring any right, title, or interest in any of the Contractor's or their third party's confidential information, trademarks, copyrights, intellectual property or other proprietary interest.

50. Prohibition Against Gratuities

- A. The State may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Agreement 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 Agreement, or securing favorable treatment with respect to the award or amendment of this Agreement, or the making of any determinations with respect to the performance of this Agreement.
- 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 Agreement. This Agreement may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned individuals from the Contractor, its agent, or its employees.

51. Antitrust

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

52. Right to Publish

- A. Any publicity given to the program, publications or services provided resulting from the Agreement, 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 Agreement 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 Agreement without the prior written consent of the Agreement Administrator. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

53. Performance While Dispute is Pending

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

54. Hazardous Substances

To the extent that the goods to be supplied to the Purchasing Entity by the Contractor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth

in applicable State and federal laws and regulations, the Contractor must provide the Purchasing Entity with Material Safety Data Sheets regarding those substances (including mercury). A copy must be included with each delivery.

55. Customer Satisfaction/Complaint Resolution

- A. The Contractor's process for resolving complaints concerning products, support, and billing problems is attached as **Exhibit B**.
- B. The Contractor will submit a format for a survey for approval by the Contract Administrator. The Contractor will survey its customers in each Participating State two (2) months prior to the annual meeting with the Contract Administrator.

56. Value Added Services

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

57. E-Rate Program

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

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

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

<p>1. CONTRACTOR The Contractor certifies that the appropriate person(s)</p> <p>By: Title: Date:</p> <p>By: Title: Date:</p>	<p>2. MATERIALS MANAGEMENT DIVISION In accordance with Minn. Stat. § 16C.03, Subd. 3.</p> <p>By: Title: <u>Acquisition Management Specialist</u></p> <p>Date:</p> <p>3. COMMISSIONER OF ADMINISTRATION Or delegated representative.</p> <p>By: Date:</p>
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PARTICIPATING ADDENDUM

PRINTER EQUIPMENT, SOFTWARE, AND RELATED SERVICES

MASTER PRICE AGREEMENT

(Contractor's Name)

(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 participation by "Customers" as defined in Scope above, for this participating addendum is as follows:

Participating Entity Name:

Contact Name:

Address:

Telephone:

Fax:

E-mail:

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

Contractor:

Contact Name:

Address:

Telephone:

Fax:

E-mail:

4. Servicing Subcontractors:

The following servicing subcontractors are authorized:

(Insert servicing subcontractors' name (or website address where they can be found), or include a statement such as all contractor authorized business partners in the State of _____ . Also add a statement as to where the orders and payments go.)

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

for

purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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

Signatures as required by State Statutes, Rules or Policies

APPENDIX B

PRICING CONFIGURATION FORMS

BAND 3 - PRINTER - HIGH SPEED LASER

Price Configuration Form One

MINIMUM REQUIREMENTS

**VENDOR'S RESPONSE TO
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 St. Paul, Minnesota

Takeback Charge: \$ _____ 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 Two

MINIMUM REQUIREMENTS

**VENDOR'S RESPONSE TO
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 St. Paul, Minnesota

Takeback Charge: \$_____ 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 Three

MINIMUM REQUIREMENTS

**VENDOR'S RESPONSE TO
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

Takeback Charge: \$_____ 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 Four

MINIMUM REQUIREMENTS

**VENDOR'S RESPONSE TO
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

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

TOTAL CONFIGURATION PRICE \$

Cross Reference to PSS Item number (s): _____

BAND 3 - PRINTER - MULTIFUNCTIONAL - DESKTOP LASER

Price Configuration Form Five

MINIMUM REQUIREMENTS

**VENDOR'S RESPONSE TO
MINIMUM REQUIREMENTS**

Application: Small Office

Type: Black and white printing, copying, faxing;
black and white and color scanning

Print Speed: Up to 15 ppm

Print Quality: 1200 dpi Image Quality

Connectivity: IEEE 1284-B parallel port and USB port

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

Print Memory: 32 MB

Fax Resolution: 300 x 300 dpi

Copy Speed: up to 15 cpm

Copy Resolution: 600 x 600 dpi

Scan Resolution: 600 x600 dpi

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

TOTAL CONFIGURATION PRICE: \$

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

Cross Reference to PSS Item Number: _____

BAND 3 - PRINTER - MULTI FUNCTIONAL - MEDIUM SPEED LASER

Price Configuration Form Six

MINIMUM REQUIREMENTS

**VENDOR'S RESPONSE TO
MINIMUM REQUIREMENTS**

Application: Small Workgroups

Type: Black and white printing, copying, faxing;
black and white and color scanning

Print Speed: Up to 20 ppm

Print Quality: 1200 dpi Image Quality

Connectivity: IEEE 1284-B parallel port and USB port

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

Print Memory: 32 MB

Fax Resolution: 300 x 300 dpi

Copy Speed: up to 20 cpm

Copy Resolution: 600 x 600 dpi

Scan Resolution: 600 x600 dpi

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

TOTAL CONFIGURATION PRICE: \$

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

Cross Reference to PSS Item Number: _____

BAND 3 - PRINTER - MULTI FUNCTIONAL - HIGH SPEED LASER

Price Configuration Form Seven

MINIMUM REQUIREMENTS

**VENDOR'S RESPONSE TO
MINIMUM REQUIREMENTS**

Application: Office Workgroups

Type: Black and white printing, copying, faxing;
black and white and color scanning

Print Speed: Up to 25 ppm

Print Quality: 1200 dpi Image Quality

Connectivity: IEEE 1284-B parallel port

Media Sizes: Letter, Legal, cardstock, #10 envelope

Print Memory: 64 MB

Fax Resolution: 200 x 100 dpi

Copy Speed: up to 25 cpm

Copy Resolution: 600 x 600 dpi

Scan Resolution: 600 x600 dpi

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

TOTAL CONFIGURATION PRICE: \$

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

Cross Reference to PSS Item Number: _____

APPENDIX C
MINNESOTA, WSCA/NASPO REQUEST FOR PROPOSALS FROM
MANUFACTURERS OF PRINTERS

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 D

State Of Minnesota – Affirmative Action Data Page

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

BOX A - For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to Box B.

Your response will be rejected unless your business:

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

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

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

- We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____(date). [If the date is the same as the response due date, indicate the time your plan was received: _____ (time). **Proceed to BOX C.**
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights.

Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, 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

BOX B - For those companies not described in BOX A

Check below.

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

BOX C - For all companies

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

Name of Company: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____ Telephone Number: _____

for

For further assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5th Street, Suite 700, St. Paul, MN 55101

Web: www.humanrights.state.mn.us

TC Metro: (651) 296-5663

Toll Free: 800-657-3704

Email: employerinfo@therightsplace.net

Fax: (651) 296-9042

TTY: (651) 296-1283

APPENDIX E

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:

- G 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.
- G 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:

- G 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

for

the above representations, including the payment of all costs and attorney fees incurred by the state in defending such an action.

APPENDIX F

**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 G
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: G Is documentation attached? GYes G
 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 | EM = Remanufactured |
| LT = Less Toxic | RE = Repair |
| PB = Plant-based | US = Used |
| RB = Rebuilt | WC = Water Conserving |
| RC = Recycled Content | 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:

G_____.

*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 H

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



Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155

REQUEST FOR PROPOSAL (RFP) ADDENDUM

Addendum No.: 1

Date of Addendum: February 3, 2005

Due Date, Time: February 18, 2005, 2:30 p.m. CST

Revised Date, Time: March 11, 2005, 2:30 p.m. CST

Agency: State of Minnesota, NASPO, WSCA

Acquisition Mgmt. Spec.: Bernadette Kopischke

Web Registration No.: P-1712

Title: Reissue of the Request for Proposals from Manufacturers of Printers for the State of Minnesota, the Western States Contracting Alliance and the National Association of State Procurement Officials

SCOPE OF ADDENDUM

The due date and time for responses to this RFP have been changed to March 11, 2005, 2:30 p.m. CST.

The deadline for questions has been changed to February 15, 2005, 2:30 p.m. CST.

Due to the changes listed above, the Sequence of Events shown in Section II.A., that the Contract Administrator will make every effort to adhere to, is **revised** as follows:

	Action	Responsibility	Date
1	Issue of RFP	MMD - Contract Administrator	27 January 2005
2	Deadline for Submission of Written Questions	Potential Responders	2:30 p.m., CST, 15 February 2005
3	Responses to Written Questions/RFP Addenda (if required)	MMD - Contract Administrator	17 February 2005
4	Submission of Proposals to Materials Management Division	Potential Responders	2:30 p.m., CST, 11 March 2005
5	Proposal Evaluation	Evaluation Committee	21 March 2005 thru 24 March 2005
6	Selection of Finalists	Evaluation Committee	25 March 2005
7	Presentation of Award Recommendations to WSCA Directors	MMD - Procurement Manager	7 April 2005

For TTY/TDD communication, contact us through the Minnesota Relay Service at 1.800.627.3529.

8	Contract Negotiations with Finalists	MMD and Finalists	8 April 2005 thru 15 April 2005
9	Final Contract Award Notifications	MMD - Contract Administrator	15 April 2005
10	Sign Contracts	MMD and Finalists	15 April 2005

The following questions have been received to date:

- 1.Q. We are requesting an extension to the Due Date from February 18th to March 11th.
- 1.A. Yes. See changes shown above.
- 2.Q. Section A. 7th Paragraph, seventh sentence states that this is not a reseller contract, while Section B, 1st paragraph states that you can agree to take legal responsibility for warranty and maintenance. Would a manufacturer-authorized reseller who takes legal responsibility for warranty and maintenance qualify for this Contract?
- 2.A. A responder **MUST** have the legal documentation necessary to show that the RESPONDER is directly responsible and liable for the warranty and maintenance on ANY product they are proposing under this solicitation.

Being “directly responsible and liable for the warranty and maintenance” means that the RESPONDER must provide warranty and maintenance call numbers, accept, process and respond to those calls and be legally liable for and pay for those warranty and maintenance (under warranty) activities.

“Proof” of this relationship could be provided by a binding agreement between the RESPONDER and some other entity, outlining this relationship and assigning required responsibilities. “Proof” must be submitted with the RESPONDER’s proposal. The agreement between the RESPONDER and the manufacturer must be valid for the period from the due date of the responses (March 11, 2005) through August 31, 2009.

This relationship is NOT, call “them”, it is call US (the responder) and we will fix it.

This addendum shall become part of the RFP and **MUST** be returned with, or acknowledged in, the response to the RFP.

RESPONDER NAME:

SIGNATURE:

TITLE:

DATE:

For TTY/TDD communication, contact us through the Minnesota Relay Service at 1.800.627.3529.



Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155

REQUEST FOR PROPOSAL (RFP) ADDENDUM

Addendum No.: 2

Date of Addendum: February 16, 2005

Due Date, Time: March 11, 2005, 2:30 p.m. CST

Revised Date, Time: No Change

Agency: State of Minnesota, NASPO, WSCA

Acquisition Mgmt. Spec.: Bernadette Kopischke

Web Registration No.: P-1712

Title: Reissue of the Request for Proposals from Manufacturers of Printers for the State of Minnesota, the Western States Contracting Alliance and the National Association of State Procurement Officials

SCOPE OF ADDENDUM

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

This addendum shall become part of the RFP and **MUST** be returned with, or acknowledged in, the response to the RFP.

RESPONDER NAME:

SIGNATURE:

TITLE:

DATE:

Q.1. This question pertains to the answer #2A on Addendum No. 1 regarding responsibility for warranty and

maintenance. In the last paragraph of the answer it states "Proof of this relationship could be provided by a binding agreement between the RESPONDER and some other entity..." (Third Party Service Organization?).

What are the State's requirements for a "binding agreement"? Would a Letter of Authorization for Warranty and Maintenance Service from the RESPONDER to a Third Party Service Organization be considered as an acceptable agreement? Is there a specific agreement that the State is requesting?

- A.1. The State has no specific agreement in mind. The document must be some type of legal, binding, and enforceable agreement between the RESPONDER and the other entity that clearly outlines the relationship between the two parties in light of the required responsibilities of the RESPONDER listed in the RFP.
- Q.2. Section V. Evaluation. How will the Evaluation Factors and Points be amended for those Contractors awarded a Contract based on the Feb., 2004 RFP?
- A.2. Contractors who were awarded a Contract based on the Feb., 2004 RFP, need to only respond to the following sections: 2. Products and Services Overview; 8. Pricing Level and Volume Discount Guarantees; 9. Products and Services Schedule; and 14. Cost in Section IV, with the new product lines they are proposing. For example, if the Contractor has already received an award for the first four Price Configurations shown in Appendix B, then the Contractor need not respond with those products again. No current Contract will be cancelled, even if the current Contractor does not respond to the reissue of this Band. Current Contracts will be amended, if the Contractor is awarded any additional configurations listed in this RFP. Current Contractors responses will be evaluated separately from responses from other RESPONDERS.
- Q.3. Appendix B, Pricing Configuration Forms, Band 3, Printer - High Speed Laser. High Speed/Production printers typically do not have the ability to print envelopes or small media sizes. It would be more cost effective to print them on a lower speed MFP or Laser printer. Is envelope and index card printing a must have for the High Speed Laser Printer?
- A.3. No, it is not a 'must have'.
- Q.4. Appendix B, Pricing Configuration Forms, Band 3, Printer - High Speed Laser. High Speed/Production Printers can be purchased. However, the maintenance agreement includes a charge per page (click charge). Since this charge is not a lease or rental is it acceptable?
- A.4. Yes, maintenance agreements that are offered after the warranty has expired may include a 'click charge'.
- Q.5. Appendix B, Pricing Configuration Forms, Band 3, Printer - High Speed Laser. High Speed/Production Printers have additional features that can not be removed or turned off. Specifically, copy and finishing features. Is this acceptable?
- A.5. Multi functional High Speed Laser printers can be quoted under Price Configuration Form Seven, which is designed for that type of printer. If there are no printers available under Price Configuration Form One, then the response to that configuration would be "NO OFFER".

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- Q.6. Appendix B, Pricing Configuration Forms, Band 3, Printer - Desktop Laser.
Typically a Band 3 Printer Desktop Laser would have an Advanced Exchange warranty. The end user calls tech support and if the issue isn't resolved, a replacement unit is sent. Does the printer need to have an on-site warranty since it is a single user printer?
- A.6. Yes, the on-site warranty has nothing to do with how many people are using the printer, it has to do with the need for the service to be provided on site, rather than having to send the printer somewhere for service. In a single-user environment, the user may not have the expertise to resolve the issue, even with the assistance of tech support.
- Q.7. Appendix B, Pricing Configuration Forms, Band 3, Printer - Portable (Laptop).
A user of a Band 3 Printer Portable (Laptop) ink type of printer is not in one place long enough for a service provider to be dispatched. An Advanced exchange program would maximize up-time for the user versus having to wait for a technician to be dispatched to their location. Is an Advanced Exchange warranty acceptable for the Portable laptop (ink) printer?
- A.7. Yes, however on-site service should still be offered as an option.
- Q.8. Appendix B, Pricing Configuration Forms, Band 3, Printer - Multi functional-Desktop Laser.
A Band 3 Printer Multi functional Desktop Laser and Band 3 Printer Multi functional Medium Speed Laser usually have an Advanced Exchange warranty. Does the warranty need to be on site?
- A.8. Yes. See answer to question number 6.
- Q.9. Appendix B, Pricing Configuration Forms, Band 3, Printer - Multi functional-High Speed Laser.
A Band 3 Printer Multi functional High Speed Laser is networked via the internal NIC. Is Parallel the only option or is Ethernet acceptable? Would evaluation points be deducted if a parallel port is not an option?
- A.9. As stated in the RFP, "If you are unable to match the specification exactly, please provide your closest equivalent.
- Q.10. Appendix A, Item #57 E-Rate Program.
As a printer manufacturer, we don't believe our products are eligible for e-Rate. Is e-Rate participation necessary in order to participate in this RFP? If not, can the statement be removed from the RFP? Also, what is a SPIN# and is it needed for this response?
- A.10. Section IV, Item 2.d, Section V, Item B.2.d. E-Rate Program, and Appendix A, Item 57. E-Rate Program, are deleted from this RFP. The total number of points available is reduced to 790.
- Q.11. Introduction, C. Summary Scope of Work.
Reference is made to the use of "approved" subcontractors and they can accept purchase order from and deliver products and services to authorized purchasing agents. However, you do not mention if the subcontractors are allowed to "invoice" the entities. As a printer mfg., we utilize a two-tier distribution model for fulfillment of product and services and our resellers invoice the end-user, as well as acceptance of PO, delivery, service & support. Will WSCA allow our subcontractors to also invoice the purchasing entities?

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- A.11. As stated in this paragraph, and in F. Definition of Terminology, subcontractors can only accept Purchase Orders or payments if provided for in the Participating Addendum that is negotiated with each individual Participating State or Participating Entity. How subcontractors are used is totally at the discretion of the Participating State/Entity. However, the Contractor is responsible for all reporting requirements, whether the order is issued to the Contractor or subcontractor. Therefore, use of subcontractors for ordering and payment is not normally recommended.
- Q.12. Section IV. B. Technical Specifications a. Facilities.
If Contractor utilizes subcontractors, do you also need to know their locations and support centers, if any?
- A.12. Yes, as they area normally considered either distribution outlets or support centers for the Contractor.
- Q.13. Introduction, Section A.
Reference is made to the original RFP for this Band to allow manufacturers to propose multifunctional or all-in-one printers. If a manufacturer was not part of the original RFP, are they still allowed to bid this RFP?
- A.13. Yes. See answer to question 2.
- Q.14. General Requirements, Item #11, Admin. Fees.
Can WSCA advise what the additional administration fees may be from other participating states?
- A.14. No, this information is not available to the State of Minnesota. The decision to have additional administrative fees and the amount of those fees are solely in the authority of each Participating Entity.
- Q.15. Section IV., Technical Specifications, Item 2, Products and Services Overview, a. Breadth of Offering.
Since Band 3 (Printers, high speed, medium speed, desktop, laptop) were part of the original RFP, is the RESPONDER only to provide product for MFP and / or all-in one-printers, or can they also bid the standalone printers in Band 3?
- A.15. See answer to question 2. New RESPONDERS, those that do not have current contracts, may respond to any or all configurations within Band 3.
- Q.16. Section IV., Technical Specifications, Corporate Overview, g. Subcontractor Usage.
The statement makes reference as to 'How subcontractors are certified". Does that mean how they are "certified" by the manufacturer or the State? If it's the State, what certification do you require?
- A.16. It means how they are 'certified' by the manufacturer.
- Q.17. Section IV., Technical Specifications, Products & Services Overview, 13. Takeback / Environmental Programs.
What is considered a "takeback charge"? Is this a cost that is paid to the entity or does the entity have to pay the contractor a "takeback" charge that is imposed by the contractor?
- A.17. "Takeback charge" refers to the fee the entity will pay to the contractor to take back equipment for either resale or recycling. If the contractor has programs that allow for the entity to recover any of the value of the returned equipment, that should be clearly stated also.

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- Q.18. Appendix A, Participating Addendum, 4. Servicing Subcontractors
- By providing the Participating Addendum with our bid response, would this allow us to add resellers (subcontractors) for invoicing, delivery, support, service, etc?
 - Is there a limit to the number of subcontractors?
 - Will the subcontractors (reseller) have to reside in the participating state(s)?
 - If the contractor authorized that subcontractors are authorized to invoice entities, in addition to delivery, service support, would that be acceptable to WSCA?
 - Would the State accept a list of authorized subcontractors with state coverage?
- A.18. The Participating Addendum (PA) in Appendix A is a sample, or starting point, of the PA that will be negotiated with each Participating State/Entity. See answer to question 11 for additional information. The list of authorized subcontractors should be submitted in response to Section IV, Item B.g. Subcontractor Usage.
- Q.19. Appendix B, Pricing Configuration Forms
- Your specs state that you require a 3-year warranty on parts and labor. Since most printers only come with a one-year warranty, can we propose the available extended warranties as part of the configuration in order to provide 3-year warranty coverage?
 - Total Configuration Price - does that include the "takeback" charge as well?
- A.19. a. Yes, this cost should be included in the total configuration price.
b. No, the total configuration price should not include the "takeback" charge.
- Q.20. Appendix B, Pricing Configuration Forms
Your specs for the multi-functional devices require faxing capabilities. Will WSCA accept MFP products that have host-based faxing capabilities?
- A.20. As stated in the RFP, "If you are unable to match the specification exactly, please provide your closest equivalent.
- Q.21. Section IV., Item 8, Pricing Level and Volume Discount Guarantees.
This section states that the pricing must be in the form of a percentage discount. Do you want the discount to be a percentage from the baseline pricing or can it be a mark-up discount from the baseline pricing?
- A.21. The RESPONDER is first to identify where the baseline pricing comes from; i.e. National Price List, Education Price List, etc. The RESPONDER then must identify the initial pricing level discount from that baseline price. The RESPONDER should also identify the additional discounts available for subparts a, b, and c of Item 8. Markups are not acceptable. The intent is to be able to realize additional savings for standardization, etc. The additional discounts can be shown as an addition to initial discount, or as a specific discount from the baseline price. For instance, the initial discount is 1% off of the baseline price; the discount for subpart a can be expressed as 2% off of the baseline price, or as an additional 1% on top of the initial discount.
- Q.22. I would like to be sure that I am clear on the Reissue of the RFP for the Printer Band. Since my company was awarded a contract previously, am I correct that I only have to submit the following sections: 2. Products and Services Overview; 8. Pricing Level and Volume Discount Guarantees; 9. Products and Services Schedule; and 14. Cost in Section IV? No other section are required, right?

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A.22 Yes, that is correct.

Q.23 Under Section III, C, #1. Proposal Organization, the RFP states:

If a second binder is required, the following items should be placed in Binder 2:

- h. Response to Specification 15, Completed Cost Response Form(s) Sealed
- i. Response to Master Price Agreement Terms and Conditions, Appendix A
- j. Responder's Additional Terms and Conditions
- k. Sample Reports and Other Supporting Material
- l. State of Minnesota forms, Appendices F through J

Because we were awarded the Contract based on the February 9, 2004 RFP, it is our understanding that this second binder of information will not be required from us. Is this correct (i.e., is it necessary to respond to these items again? (All of this information was submitted in our original response.)

A.23 Yes, that is correct. The only possible form that you may need to resubmit would be Appendix E, Trade Secret Information Form, if you are submitting information that would be considered a trade secret under Minn. Stat. § 13.37, subd. 1(b).

The referenced paragraph numbering in this section should be changed as follows:

- d. Response to Specifications 1 through 8
- e. Response to Specification 9, Product and Services Schedule Diskette(s), CD or URL address
- f. Response to Specification 10, Revised Price Agreement/Proposals on Diskettes or CD
- g. Response to Specifications 11 through 13
- h. Response to Specification 14, Completed Cost Response Forms (s) Sealed
- l. State of Minnesota forms, Appendices D through H

Q.24 We request a change of Bid Specifications under BAND 3 High-Speed MultiFunction. Request change of Print Speed of "up to 21 PPM." Original bid spec now at "up to 25 PPM".

A.24 As stated in the RFP, "If you are unable to match the specification exactly, please provide your closest equivalent.

Q.25 Section III Response Format & Organization, Item #39 (EFT)

The statement requires that the responder provide their bank routing information to the Dept. Of Finance to enable payments to be made through EFT. If the manufacturer utilizes subcontractors for invoicing, does the manufacturer still need to provide their bank routing information in their response?

A.25 This question actually refers to Section II. C. General Requirements, Item #39. That paragraph states that only applies if a RESPONDER is awarded a contract, and only if the State of Minnesota then signs a Participating Addendum with the Contractor. Therefore, the information does not need to be, nor should it be, submitted with the response to the RFP. That specific form that will need to be filled out will be sent to each Contractor at the time the contract is being signed. See the answer to question 11 for further information on the use of subcontractors.

Q.26 Participating Addendum. If awarded the bid, are manufacturers allowed to add/delete subcontractors during the term of the contract and if so, what would be the process?

A.26 Manufacturers will be allowed to add/delete subcontractors during the term of the contract. See the answer to question 11 for further information on the use of subcontractors.

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