

or percentage of funded value. Such leases shall be subject to monthly payment reduction by the Successful Vendor upon renewal, based upon the depreciated value. The depreciated value must be disclosed to the Customer at the time of the renewal; and the renewal rate is subject to the same terms and conditions under the contract with the Successful Vendor.

- 3.8.7 **Non-Cancelable Rental** – All non-cancelable rentals shall not have a buyout to own option and all Customers will be remitting payment for the usage of the equipment only. Such rentals shall be subject to monthly payment reduction by the Successful Vendor upon renewal, based upon the depreciated value. The depreciated value shall never reach a value that would result in the transfer of the asset to the Customer. The depreciated value must be disclosed to the Customer at the time of the renewal; and the renewal rate is subject to the same terms and conditions under the contract with the Successful Vendor.
- 3.9 **First Time Fix** – The measurement of a successful service and technical support call is defined by the dealer's or manufacturer's ability to remedy the underlying issue on the first service call. This measurement shall be that no other service calls are placed for the same issue within a 90 day period of time.
- 3.10 **Local Dealer, Expanded Local Dealer and Non-Local Dealer**
- 3.10.1 Local dealer is defined as a factory authorized dealer and service provider headquartered within the Participating State. Headquarters shall be determined by the parent corporation's worldwide headquarters.
- 3.10.2 In the case that no local dealer Service Base Location is within 60 miles of a location within the state, this definition shall be expanded to dealers headquartered within neighboring states and such dealers will be classified as an expanded local dealer.
- 3.10.3 Those dealers and service providers that fall outside of the two previous definitions will be classified as non-local dealers.
- 3.11 **Manufacturer** – Defined as a company that, as its primary business function: designs, assembles, owns the trademark/patent and markets multifunction device equipment. The manufacturer's original OEM name shall appear on the equipment from the original point of manufacture, even if private labeled by a third party.
- 3.12 **Newly Manufactured** – “Units that have not been previously used and are currently being marketed by the manufacturer.” – *Buyers Laboratory Inc., 2003 Multifunction Specification Guide*. New machines consist of all new or remanufactured parts with no used parts or components and the marking engine must be new and not used or remanufactured. New equipment has never been under lease or placed as a demonstration or test machine, since original manufacture.
- 3.13 **Participating State Contract Administrator** – Each state shall assign a Contract Administrator for all state acquisitions and shall define the Contract Administrator for political subdivision acquisitions if different from the Contract Administrator.

3.14 **Power Protection** – A device that provides the following protection for power irregularities for smaller voltage machines (up to 15 amps):

3.14.1 Fax/Modem Protection:

- 3.14.1.1 In/Out RJ11 modem jacks.
- 3.14.1.2 FCC Registration numbers must be marked on each unit.
- 3.14.1.3 Must contain automatic re-settable fuse in protection circuit.
- 3.14.1.4 Must incorporate a wideband DSL filter.

3.14.2 Network Protection:

- 3.14.2.1 In/Out RJ45 modular jacks.
- 3.14.2.2 ETL Verified to TIA/EIA-568-B.2 Cat5e standard.

3.14.3 Frequency Attenuation:

- 3.14.3.1 Normal Mode: 30 dB min, 45 kHz – 23 MHz.
- 3.14.3.2 Common Mode: 30 dB min, 20kHz – 30 MHz

3.14.4 Remnant voltage, IEEE C62.41 Cat. B Impulse, neutral-ground: 50 Volt peak max.

3.14.5 UL Suppressed Voltage Rating of 330 volts on all modes.

3.14.6 Unit must operate in continuous mode – no over voltage shut off disconnect.

3.14.7 Unit must not provide power if wall outlet is reversed wired, not properly grounded or missing.

3.14.8 Minimum of 3 AC receptacles, including 1 flexible (“pigtail”) outlet.

3.14.9 UL Listed and marked on each product.

3.15 **Remanufactured** –The process of disassembling products known to be worn, defective or discarded that can be reused or brought up to OEM specification by: cleaning, repairing or replacing in a manufacturing environment and; then reassembled to sound working condition, and tested. The remanufactured product is ready for a second life, performing as new.

A product is considered remanufactured if:

3.15.1 Its primary components come from a used product.

3.15.2 The used product is dismantled to the extent necessary to determine the condition of its components.

3.15.3 The used product's components are thoroughly cleaned and made free from rust and corrosion.

3.15.4 All missing, defective, broken or substantially worn parts are either restored to sound, functionally good condition, or they are replaced with new or remanufactured parts.

- 3.15.5 The product is in sound working condition from machining, rewinding, refinishing or other operations that are performed as necessary.
- 3.15.6 The product is reassembled, tested, and a determination is made that it will operate like a new product.
- 3.16 **Refurbished** - A product which receives major maintenance (and/or minor repair) including the replacement of all normal parts subject to wear during the normal course of use.
- 3.17 **Service Base Location** – A Service Base Location will be defined as the place of business where, as a regular course of business, the manufacturer or dealer provides the warehousing of parts and training for service technicians.
- 3.18 **Service Zone** – The following table provides the definitions for three separate Service Zones based on the distance from the Successful Vendor’s closest Service Base Location.

Service Zone	Definition
Urban	Within a 60 mile radius of closest Service Base Location, within 60 miles of the State Capital or within a 60 mile radius of a Metropolitan Statistical Area.
Rural	Outside of a 60 mile radius from closest Service Base Location, the State Capital or a Metropolitan Statistical Areas.
Remote	Areas inaccessible via road from any Urban or Rural Service Zone regardless of distance.

- 3.19 **Service Call** – An on-site technician visit due to machine error or breakdown requiring the on-site services of an authorized service technician to remedy the error.
- 3.20 **Service Response Time** – The time required to solve a service call beginning from the time the call is logged with the Successful Vendor until either an Authorized Service Technician arrives on site or the issue is resolved through the Successful Vendor’s phone support.
- 3.21 **Short Term Rental** – A Short Term Rental shall:
- 3.21.1 Meet the financial requirements of an Operational Lease but shall be cancelable given 30 days written notice to the Successful Vendor at any point during the rental term.
- 3.21.2 Not exceed a total term of 18 months for Used or Refurbished equipment.
- 3.22 **SSAP 21** – The Statements of Statutory Accounting Principles (SSAP) are a set of accounting regulations prescribed by the National Association of Insurance Commissioners for the preparation of an insuring firm's financial statements.

- 3.23 **State** – In addition to the definition in section 2, a state is defined as the State of Nevada and any other state who has executed a Participating Addendum to any subsequent contract resulting from this RFP.
- 3.24 **Type of Equipment** – The following definitions of the types of copiers will prevail:
- 3.24.1 **Console Copier** – “The dimensions, weight or design of this type of equipment prohibit desktop support; consequently, these units are free-standing and feature built-in consoles.” – *Buyers Laboratory Inc., 2003 Multifunction Specification Guide*. Console copiers are copiers that offer a Base Cabinet and a Paper Feed Unit.
- 3.24.2 **Desktop Copier** – “The dimensions, weight or design of this type of equipment allow it to be supported by a desk or optional stand.” – *Buyers Laboratory Inc., 2003 Multifunction Specification Guide*.
- 3.24.3 **Hybrid Copier** – A copier based device that combines high-speed four (4) color output with a traditional workgroup or departmental B&W copier/printer. In order for a device to be considered a Hybrid Device, it shall have a rated color production speed within 66% of the rated B&W production speed.
- 3.24.4 **Multifunction Copier** – A device that, by original design, performs the following functions Print, Copy and Scan.
- 3.25 **Segment** – The following Segments shall be utilized to group the various speeds of copiers within Groups A, B, C, D and E:

Group A – B&W Convenience Copiers	
Segment	Speed in Impressions Per Minute (IPM)
2	20 – 29 (Desktop & Console)
3	30 - 39
4	40 - 49
5	50 - 59
6	60 - 69
7	70 - 79
8	80 - 89
9	90 - 99
10	100 - 119

Group B –Hybrid Convenience Copiers	
Segment	Black and White Speed in Impressions Per Minute (IPM)
2H	20 – 29 (Console Only)
3H	30 - 39
4H	40 - 49
5H	50 - 59
6H	60 - 69

Group C – B&W Production Copiers	
Segment	Speed in Impressions Per Minute (IPM)
C1	100 – 119
C2	120 – 139
C3	140 – 159

Group D – Color Production Copiers	
Segment	Color Speed in Impressions Per Minute (IPM)
D1	50 – 59
D2	60 - 69
D3	70 – 79

Group E – Wide Format Copiers	
Segment	Speed in Linear Feet Per Minute (LPM)
E1	2 – 6
E2	7 - 15

3.26 **Working Days** – Monday through Friday, not including State Holidays.

3.27 **WSCA Contract Manager** – The State of Nevada shall assign a WSCA Contract Manager with overall administrative management duties for any resulting WSCA contracts.

4. **RFP REQUIREMENTS**

In accordance with NRS 333.333, “Each request for proposals must include minimum requirements that the successful bidder must meet for the awarding of a contract pursuant to the provisions of this chapter. A contract may not be awarded to a bidder who does not comply with the requirements set forth in the request for proposals.” All Successful Vendors must meet the requirements of this section.

- 4.1 The Successful Vendors must be a manufacturer of multifunctional copiers as defined within this RFP
- 4.2 Equipment must be private labeled or manufactured by the Successful Vendor.
- 4.3 Successful Vendors must provide service and supply programs and pricing for each copier model proposed. Such pricing must be expressed as a cost per impression.
- 4.4 Successful Vendors must answer all mandatory questions listed in Attachment H.
- 4.5 Successful Vendors must submit a minimum of three (3) references. Please refer to RFP section 6.2 and Attachment D.
- 4.6 Manufacturers may only submit one response and may not submit multiple responses for any additional brand names.
- 4.7 Successful Vendors must have the capability, at a minimum, to report on the previous quarter's activities for all contract placements as well as all contract impressions in both dollars and units. Such minimum reporting must be reported on a Contract-Wide, state and political subdivision basis and must be able to be reported electronically (i.e. Excel Format, Access Database, CSV format). Successful Vendors must have, at a minimum, the capability to produce reporting within the sample for the state and political subdivision usage. See Attachment J for State of Nevada reporting only.
- 4.8 Successful Vendors must quote leasing and rental rates for Fair Market Value Leases, Operational Leases, Non-Cancelable Rentals, Capital Leases and Cancelable Rentals.
- 4.9 Pricing for this RFP and any subsequent contract must be expressed as a discount from Manufacturer's Suggested Retail Price (MSRP). MSRP must be a published figure with Buyers Laboratory Inc (BLI). Discounts from list may be increased during the term of the contract by a Successful Vendor. The WSCA Contract Manager and the Participating State Contract Administrator must be notified of any such increase in discount. At no time during the contract period may the discount be reduced.
- 4.10 All pricing must be FOB destination regardless of state.

5. PROJECT TERMS AND CONDITIONS

5.1 Contractual Special Terms and Conditions

- 5.1.1 **Additionally Offered Equipment and Software** – Successful Vendors may offer additional equipment and software within each awarded grouping so long as the equipment meets or exceeds the requirements of the RFP and subsequent contract; and meets or exceeds the discount of the bid equipment or software within the same grouping and segment. Any such additional equipment offering will be subject to review and acceptance by the Participating State Contract Administrator and WSCA Contract Manager.
- 5.1.2 **Dealers/Distributors** – During the Contract period, Participating State Contract Administrator may remove a dealer or distributor from the list of those designated to service this Contract at any time without further explanation or process. The

Successful Vendor may propose dealer/distributor additions or deletions for consideration and agrees to provide interim service should any listed resource become unavailable or deemed unsuitable by the Participating State Contract Administrator. The decision about the suitability of dealers/distributors, sales representatives and outlets will be solely that of the Participating State Contract Administrator. Further, the Participating State Contract Administrator or the Participating Addendum will have the authority to dictate classifications of dealers that may service the contract (such as local dealers only).

- 5.1.3 **Dedicated Contract Website** – Successful Vendors must maintain a contract website for each Participating State. The purpose of this website is to inform end users of the individual state programs under any subsequent Participating Addendum. Such Contract Websites shall, at a minimum, contain:
- 5.1.3.1 Product offerings and options, limited to the products, services and financial vehicles approved by each state through their Participating Addendum or the Participating State Contract Administrator.
 - 5.1.3.2 Up to date leasing rates as per section 5.4.5.1.
 - 5.1.3.3 Authorized dealers within the Participating States that are authorized to service the Contract.
- 5.1.4 **End of Term Notification** – Successful Vendors must notify a Customer, in writing, 90 days prior to the end of any financing term or Service and Supplies term. Successful Vendors must also inform the Customer of the options available to them as provided for in any resulting contract.
- 5.1.5 **Equipment Additions/Deletions** – During the term of the contract, Successful Vendors may add or delete contract equipment introduced or removed from the market by the manufacturer provided the equipment falls within the scope of the Successful Vendor's awarded contract. Successful Vendor shall update its dedicated contract website to reflect this change. New equipment must be adequately described and the associated price list must be updated to reflect the new equipment's prices. Pricing must utilize the same pricing structure as was used for other equipment falling into the same product category. Such additions and deletions must be approved by the WSCA Contract Manager and Participating State Contract Administrator.
- 5.1.6 **Equipment Inspection/Testing/Acceptance** – Inspections, tests, measurements, or other acts or functions performed by the ordering Customer shall in no manner be construed as relieving the Successful Vendor from full compliance with contract requirements. At a minimum, an installed device must demonstrate the capability of providing the functions and services specified in the manufacturer's published literature.

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

5.1.7 Order of Precedence, Incorporated Documents, Conflict and Conformity

5.1.7.1 Incorporated Documents

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

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

5.1.7.2 Order of Precedence

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

- 5.1.7.2.1 Applicable Federal and State statutes and regulations;
- 5.1.7.2.2 A Participating State's unique terms and conditions as presented in the Participating Addendum;
- 5.1.7.2.3 Mutually agreed written amendments to this Contract;
- 5.1.7.2.4 Resulting Contract to this RFP;
- 5.1.7.2.5 RFP #1715 with all attachments and amendments;
- 5.1.7.2.6 Contractor's response to the RFP #1715;
- 5.1.7.2.7 Any other provision, term, or materials incorporated into the Contract by reference;
- 5.1.7.2.8 The terms and conditions contained on Customers Purchase Order documents, if used.

5.1.7.3 Conflict – To the extent possible, the terms of the Contract shall be read consistently.

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

5.1.8 **Owned Equipment Trade-In** – Successful Vendors may allow for Customers to trade-in owned copier equipment as part of a new copier agreement under this contract, according to State regulations and laws. The value for the trade-in will be negotiated by the Successful Vendor and Customer at the time of the transaction and may not include any disposal or shipping fees.

5.1.9 **Participating Addendum** – States may, through a Participating Addendum, limit:

- 5.1.9.1 The awardees;
 - 5.1.9.2 Available financial vehicles;
 - 5.1.9.3 Equipment Groupings, segments, models, standardized configurations, available accessories, available software;
 - 5.1.9.4 Inclusions of additional items (i.e. moves within the state, inclusion of staples within the Service and Supplies rate);
 - 5.1.9.5 Exclusion of geographical areas;
 - 5.1.9.6 As well as additional items as deemed necessary by the Participating State.
 - 5.1.9.7 States may also, through the Participating Addendum, expand or restrict these options for Participating Political Subdivisions.
- 5.1.10 **Survivability** – Placements made using the authority provided by this Contract will survive the Contract itself. Those Customers purchasing, renting or leasing the equipment will continue to receive ongoing service from the Successful Vendor at the agreed upon Contract rate through the term of their placement contract agreement. The Contract terms and conditions will survive the authorizing contract through that final term and any subsequent renewals and extensions.

Those Customers purchasing equipment will receive ongoing service from the Successful Vendor at the agreed upon Contract rate until the expiration of the Service Contract.

Upon the Contract termination, Customers and Successful Vendors may agree to further extend a placement. Such further extensions shall not be for more than twelve month terms, and the Customer will reserve the right to terminate these placements with 30 days written notice and without termination penalties.

- 5.1.11 **Termination for Non-appropriation** – The continuation of any financial obligation beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the local source, State Legislature and/or federal sources. The Customer may terminate any financial obligation, and Successful Vendor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Customers funding from local, State and/or federal sources is not appropriated, withdrawn or limited.
- 5.1.12 **Trial or Demonstration Equipment** – Any trial or demonstration equipment period may not exceed 30 calendar days and such equipment may be used, remanufactured or reconditioned. Additionally, no trial or demonstration machine may be converted to a lease, rental or purchase, unless the equipment was new, as defined within this RFP, prior to the current placement as a trial or demonstration machine.
- 5.1.13 **Volume Placements** – Successful Vendors may offer additional discounts or price breaks on services, purchase prices, leases and rental plans for volume

placements. Such discounts and price breaks must offer Customers a program at least as advantageous as that established in the award of the contract.

5.2 Equipment, Special Terms and Conditions

5.2.1 Equipment Configurations

5.2.1.1 In automatic duplex enabled copiers, the ADF must be a RADF unless the ADF is equipped to accomplish duplex scanning (scan both sides of the original in the same pass).

5.2.1.2 All console copiers within Group A and B must be capable of the following copier functions: AES, AMS, APS, ATS, AS and Margin Shift.

5.2.1.3 All copiers must maintain a Scan Speed, as defined within this RFP, from an ADF, RADF (including duplex scanners) or Separate Scanning Station, within 66% of the rated speed of the marking engine. Group C (Production B&W) must maintain a Scan Speed in excess of 55 Impressions per Minute.

5.2.1.4 All copiers must be equipped, at a minimum, with the following components:

5.2.1.4.1 Marking Engine,

5.2.1.4.2 Control panel,

5.2.1.4.3 Bypass paper supply (except Groups C and E),

5.2.1.4.4 Paper Supply equal to or greater than:

5.2.1.4.4.1 One (1) paper drawer for Segment 2 Desktop copiers;

5.2.1.4.4.2 Two (2) paper drawers for Segments 2 Console copiers through Segment 4 copiers;

5.2.1.4.4.3 Four (4) paper drawers and/or 2,000 sheet capacity for Segments 5 and above in Groups A, B, C and D.

5.2.1.4.4.4 Group E must have a minimum Paper supply of two (2) rolls.

5.2.1.4.5 Paper size capacity up to of 11" x 14" for all Segment 2 desktop copiers and 11" x 17" for all other Segments in Groups A, B, C and D. Group E copiers must have a maximum paper size for E sized drawings.

5.2.1.4.6 All console copiers in group A, B, and D must be equipped for duplex copying.

5.2.1.5 **Group A and B Minimum Available Options** – The following optional accessories must be available for all equipment proposed in Group A and B:

Segment	Optional Accessories
2 Console	Network Connectivity Kit, Paper-Feed unit, Basic Office Finisher, Internal Finisher, ADF/RADF, Hard Drive Security Kit, Power Protection and Facsimile.
2 Desktop	Network Connectivity Kit (or Connectivity to a single PC via USB connection for Printing and Scanning), One (1) Additional paper drawer, Document Feeder, Power Protection and Facsimile.
3	Network Connectivity Kit, Paper-Feed unit, Basic Office Finisher, Advanced Office Finisher, Internal/Wing Finisher, ADF/ADF, Booklet Maker, Inline 3-Hole Punch, Large Capacity Tray, Hard Drive Security Kit, Power Protection and Facsimile.
4	Network Connectivity Kit, Paper-Feed unit, Basic Office Finisher, Advanced Office Finisher, Internal/Wing Finisher, ADF/ADF, Booklet Maker, Inline 3-Hole Punch, Large Capacity Tray, Hard Drive Security Kit, Power Protection and Facsimile.
5	Network Connectivity Kit, Basic Office Finisher, Advanced Office Finisher, ADF/ADF, Booklet Maker, Inline 3-Hole Punch, Large Capacity Tray, Hard Drive Security Kit, Power Protection and Facsimile.
6	Network Connectivity Kit, Basic Office Finisher, Advanced Office Finisher, ADF/ADF, Booklet Maker, Inline 3-Hole Punch, Large Capacity Tray, Power Protection and Hard Drive Security Kit.
7	Network Connectivity Kit, Basic Office Finisher, Advanced Office Finisher, ADF/ADF, Booklet Maker, Inline 3-Hole Punch, Large Capacity Tray, Power Protection and Hard Drive Security Kit.
8	Network Connectivity Kit, Basic Office Finisher, Advanced Office Finisher, ADF/ADF, Booklet Maker, Inline 3-Hole Punch, Large Capacity Tray, Power Protection and Hard Drive Security Kit.
9	Network Connectivity Kit, Basic Office Finisher, Advanced Office Finisher, ADF/RADF, Booklet Maker, Inline 3-Hole Punch, Large Capacity Tray, Post Process Insertion Unit, Power Protection and Hard Drive Security Kit.
10	Network Connectivity Kit, Basic Office Finisher, Advanced Office Finisher, ADF/ADF, Booklet Maker, Inline 3-Hole Punch, Large Capacity Tray, Post Process Insertion Unit, Power Protection and Hard Drive Security Kit.

All Hybrid Copiers must comply with the B&W segment counterpart (i.e. Segment 3H will share mandatory optional accessories with Segment 3) with the addition that all Hybrid Copiers must include a mandatory accessory of Adobe Postscript.

5.2.1.6 **Group C Minimum Available Options and Specifications** – All Group C copiers must have as optionally available accessory, the following options: Network Connectivity Kit, Additional Paper Drawers/LCT/Additional Paper Supply Modules, Post Process insertions Units (or shared paper trays that may be used for this purpose), Booklet Maker, Offset Stacker Finisher, Basic Finisher, Advanced Finisher, Inline 3-Hole Punch, ADF/RADF/Scan Station and Make Ready Software. Group C will further be limited to devices that have a monthly duty cycle in excess of 750,000 impressions as defined by the manufacturers' rated monthly maximum volume.

5.2.1.7 **Group D Minimum Available Options and Specifications** – All Group D copiers must have as optionally available accessory, the following options: Network Connectivity Kit, Additional Paper Drawers/LCT/additional Paper Supply Modules, Post Process insertions Units (or shared paper trays that may be used for this purpose), Booklet Maker, Offset Stacker Finisher, Basic Finisher, Advanced Finisher, Inline 3-Hole Punch and ADF/RADF/Scan. Group D will further be limited to devices that have a monthly duty cycle in excess of 75,000 impressions as defined by the manufacturers' rated monthly maximum.

5.2.1.8 **Group E Minimum Available Options** – All Group E copiers must have as optionally available accessory, the following options: Network Connectivity Kit and Additional Paper Drawers.

5.2.2 **Equipment Minimums**

5.2.2.1 All equipment must be newly manufactured equipment and currently in production, except as specially provided within this RFP for short term rentals.

5.2.2.2 Equipment must have published specifications. Responsive Successful Vendors will submit a copy of the published specifications (BLI, etc.) for each machine proposed.

5.2.2.3 Equipment must meet or exceed the speed requirements for each segment of equipment in each grouping.

5.2.2.4 Equipment must be Energy Star® compliant and any proposal must contain proof of the proposed equipment's Energy Star® Rating.

5.2.3 **Installation and Environmental Requirements** – Prior to order acceptance, Successful Vendor must advise Customer of any and all specialized installation and environmental Customer site requirements for the delivery and installation of contract equipment. This information should include, but is not limited to the following:

5.2.3.1 Air conditioning;

5.2.3.2 Electrical requirements;

5.2.3.3 Special grounding;

5.2.3.4 Cabling requirements;

5.2.3.5 Space requirements;

5.2.3.6 Humidity and temperature limits, and;

5.2.3.7 Any other considerations critical to the installation.

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

Successful Vendors shall guaranteed that all of their equipment is able to use the 100% PCW recycled content paper and is able to accomplish 100% duplexing with 30% PWC, without maintenance problems.

5.2.5 **Warranty** – Equipment must carry a minimum 90 day warranty that it is free from defects in material and workmanship. If defects are identified, the Successful Vendor agrees to repair or replace defective parts promptly on a like-for-like basis without additional cost to the Customer. Any and all items failing during the warranty period will be replaced promptly free of charge. Upon significant failure, the warranty period will commence again for a minimum 90 additional days. Significant failure shall be determined by the Participating State Contract Administrator.

5.3 Service, Special Terms and Conditions

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

5.3.2 **On-Going Point of Contact** – Successful Vendors shall provide a single point of contact for all issues and questions regarding the equipment and services provided including but not limited to: Pricing, Equipment Additions/Moves, Contract Issues and Service Escalation Issues. Additionally, the Successful Vendor will provide a single point of contacts for each Participating State Contract Administrator as well as the WSCA Contract Manager.

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

5.3.4 **Service, Hours and Submission Methods**

- 5.3.4.1 Successful Vendor must perform full service support for all proposed copiers during normal business hours (Working Days, 8:00 a.m. – 5:00 p.m.) within the pricing proposed.
- 5.3.4.2 Successful Vendors may offer additional shift coverage for the servicing of equipment and may charge an additional monthly base charge for such coverage. A shift shall be defined as an eight hour period of time starting from 8:00 a.m. to 5:00 p.m. These additional shift coverage options are:
 - 5.3.4.2.1 2 shifts by 5 days (2 x 5);
 - 5.3.4.2.2 3 shifts by 5 days (3 x 5);
 - 5.3.4.2.3 1 shift by 7 days, (1 x 7);
 - 5.3.4.2.4 2 shifts by 7 days (2 x 7);
 - 5.3.4.2.5 3 shifts by 7 days (3 x 7).

Where Customers have contracted with the Successful Vendor to provide service for additional shifts; Successful Vendors must extend the hours that service requests may be placed to match the extended hours contracted.

- 5.3.4.3 Service Requests – Successful Vendors must provide toll free phone, local phone, facsimile, e-mail, internet and any electronic automated method for Customers to place service calls during normal business hours (Working Days, 8:00 a.m. – 5:00 p.m.).
- 5.3.4.4 Electronic Meter Readings – Successful Vendors must provide an electronic method for providing periodic meter readings. These electronic methods may include online submission and/or automated electronic submission to be performed by the equipment in place via an available network connection if approved by the Participating State Contract Administrator and the Customer.

5.3.5 **Service Level Agreement** – Successful Vendors must maintain a Service Level Agreement (SLA) with penalties for failure to perform and must provide quarterly reports on Service Level compliance to the Participating State Contract Administrator, if requested. A sample SLA is included in Attachment G; all Successful Vendors must provide a SLA as part of their proposal.

5.3.6 **Service, Parts** – Successful Vendors must use all OEM parts. Used parts will not be accepted within this RFP except as an emergency repair to maintain uptime.

5.3.7 **Service, Technician Training** – All service technicians must be factory trained by the OEM, certified to service the proposed equipment.

5.3.8 **Service, Timeliness of Service**

5.3.8.1 Successful Vendors must maintain the following service response time (8:00 a.m. through 5:00 p.m. on Working Days) according to the following Service Zones and Segments, unless otherwise allowed by the Participating State Contract Administrator:

Groups	Urban Response Time	Rural Response Time	Remote Response Time
Group A & B	4 Hours	1 Working Day	4 Working Days
Groups C & D	3 Hours	6 Hours	2 Working Days
Group E	4 Hours	1 Working Day	4 Working Days

- 5.3.8.2 New orders for equipment must be installed by the Successful Vendor within 30 calendar days of order placement. Excess installation time may be afforded by the Customer. Software related to the equipment must be installed within five (5) working days of the equipment installation unless the Customer extends this time.
- 5.3.8.3 Moves, equipment pickups and equipment trade-ins must be accomplished within 30 days of the request.
- 5.3.8.4 Successful Vendors must acknowledge service calls via phone, on-site service call or e-mail within one hour of the placement of a service call.

5.4 **Pricing, Special Terms and Conditions**

- 5.4.1 **Billing** – The Successful Vendor shall have the ability to centralize all billing should any state choose such an option; or to alternately perform the billing through the dealers for all items under contract.
- 5.4.2 **Equipment Submissions** – Each Vendor may submit up to one (1) model per segment within this RFP. The Vendors are cautioned to select the best equipment within their product offering in terms of cost, technological capabilities and service that meets or exceeds the requirements within this RFP. If selected as a Contract awardee, the Successful Vendors will have the ability to add additional equipment within awarded groups, which also meet or exceed the requirements at the same or better discount from MSRP for that particular segment.
- 5.4.3 **Pricing, Delivery**
- 5.4.3.1 Pricing must include all in-house delivery of equipment and software, installation of equipment/accessories/software, network installation, removal of all waste material, initial training costs and removal cost (of the equipment placed under any subsequent agreement).
- 5.4.3.2 Network installation shall include: configuration of the copier for the proper network protocols; and installation of the appropriate print drivers on up to five (5) computers per unit ordered.
- 5.4.3.3 Successful Vendors may charge for excessive installation requirements including rigging, excessive access alterations and access to non-ground floors via stairs. Any such excessive installation charges must be quoted to the Customer prior to the signature of any lease, rental or purchase agreement and the resulting charge may not exceed this quote; but shall be based on the actual expenditures by the Successful Vendor.

5.4.4 **Pricing, Format** – Pricing for all equipment and software must be quoted as requested in Attachment I, including all Excel tabs. **Attachment I electronic submissions must be in Excel format.**

5.4.5 **Pricing, Leasing Programs**

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

5.4.5.1.1 The margin from the Daily Treasury Yield Curve Rates;

5.4.5.1.2 The methodology for arriving at the lease rates from the margined rate and;

5.4.5.1.3 The methodology for determining the base rate for non-published leasing and rental terms (i.e. 48 months).

5.4.5.2 Leasing, Rentals and Short-Term Rentals – Successful Vendors shall offer, according to each Participating Addendum, the following financial vehicles, as defined within the resulting Contract at the following terms:

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

5.4.5.2.1 Successful Vendors must offer coterminous lease and rental terms between the lowest and the highest terms defined above.

5.4.5.2.2 Short-Term Rentals of new equipment may be put in place for a term not to exceed 24 months. Short-term rentals of used and refurbished equipment may be put in place for a term not to exceed 18 months. Extensions may be granted by the Participating State Contract Administrator for periods up to six months and must be requested in writing 30 days prior to expiration.

- 5.4.5.3 All leases may be bought out to return to the Successful Vendors, although operational, non cancelable rentals and capital leases will be subject to a termination charge. The termination charge may not exceed the balance of lease payments and may not exceed more than four (4) month service and supply base or 25% of the remaining term, whichever is less. No termination charges shall be applicable in the case of non-appropriations of funds.
- 5.4.5.4 All Cancelable rentals may be canceled upon 30 days written notice to the Successful Vendors at any point during the lease or rental term. The Successful Vendors may assess a penalty of no more than four (4) monthly lease/rental payments that are not to include service or supply base commitments for the cancelation of a cancelable rental. Such cancelation will be subject to review and approval by the Participating State Contract Administrator.
- 5.4.5.5 "Cost per Copy" programs will be allowed under this pricing by defining the methodology of the pricing:
- $$\text{Cost per Copy} = (\text{Cost of the Equipment Lease or Rental} + \text{Cost of Included Impressions}) \div \text{Number of Included Impressions}$$
- 5.4.5.6 Successful Vendors must offer coterminous leases for future fleet needs.
- 5.4.5.7 Successful Vendors, under this RFP and subsequent contract, may assign the leases produced under this contract; but the obligations, terms and conditions may not be altered and shall remain with the Successful Vendor.
- 5.4.5.8 The Successful Vendor may offer to Customers an upgrade/downgrade option for equipment placed under any subsequent contract. Such upgrade/downgrade options must afford a Customer the option of upgrading or downgrading a portion of a fleet under a lease or rental without penalty. The Successful Vendor must, at the time of proposal, specify; the minimum fleet size this option would be available to; the percentage of a fleet that could be upgraded or downgraded; and at what point(s) within a lease or rental that this option would be available.
- 5.4.5.9 All accessories and software must be coterminous with the copier's original term (i.e. if the accessory or software is related to or attached to a particular machine, the term must end with the original asset's term).

5.4.6 Pricing, Service and Supplies Inclusions

- 5.4.6.1 Supplies pricing shall include all parts, supplies and consumables with the exception of paper and staples, except as provided within this RFP and as selected on any subsequent Participating Addendum.
- 5.4.6.2 Service pricing must include technician installed parts with the exception of paper, staples and toner.
- 5.4.6.3 Successful Vendors must perform all preventative maintenance services at the manufacturer's suggested intervals, if applicable.

- 5.4.6.4 All 11" x 17" impressions within groups C and D must be counted as one impression per side.
- 5.4.6.5 All Group E service and supplies pricing is to be presented in a Cost per Linear Foot method.
- 5.4.6.6 Successful Vendors may not charge for a scan.
- 5.4.6.7 There may not be more than one bundled cost per impression for color impressions, regardless of the number of colors (i.e. a higher charge for 3 colors than for 2 colors).
- 5.4.6.8 Pricing shall include training according to the following schedule by Group and Segment. Customers may elect to divide the training into multiple sessions over an extended period of time with a minimum training time division of one hour increments.

Group	Segments	Training Hours
A and B	Segment 2 Desktop	1 hour
A and B	All remaining Segments	3 hours
C	All segments	16 hours
D	All Segments	8 hours
E	All Segments	3 hours
Advanced Scanning Software	N/A	1 hour
Advanced Scanning Interface Software	N/A	3 hours
Simple Accounting Software	N/A	2 hours
Advance Accounting Software	N/A	8 hours
Make Ready Software	N/A	4 hours
Production Management Software	N/A	8 hours
Simple Online Submission Software	N/A	8 hours
Advanced Online Submission Software	N/A	16 hours

- 5.4.6.9 Successful Vendors may include a base number of impressions in order to achieve a lower cost per impression. Any such inclusion programs must be listed as an optional pricing program and all Successful Vendors must offer a "zero base" cost per impression program for service and supplies.
- 5.4.6.10 Successful vendors may charge for equipment moves if allowed through the Participating addendums. Participating States may elect to have all moving costs within the state included within the pricing. If elected by a Participating State, the Successful Vendor may increase the service and supplies rates to accommodate these additional anticipated costs. In the Participating States not electing to include equipment moves, the Successful Vendors may charge the Customer for the movement of equipment by the Successful Vendor. Such charges must be in the format listed below according to the distance from the original placement and as priced by the Successful Vendor with their RFP response:

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

5.4.7 Pricing, Service and Supply Programs

5.4.7.1 Successful Vendors may vary their service and supplies rate for the three (3) Service Zones.

5.4.7.2 Successful Vendors must produce and maintain a list of the defined Service Zones for each Participating State Contract Administrator on a quarterly basis if there are any changes from the contract start date.

5.4.7.3 Successful Vendors must have the ability to blend the service and supply costs over a larger fleet for Customers that wish to do so and the resulting blended cost must cover all units in the Customer's fleet. The blending of the service and supply impression rates may be divided between Black/White and Color Impressions so long as one cost per impression prevails over the entire fleet for each copy type (B&W or Color). The blending of the impression rates is subject to review by the Participating State Contract Administrator at the Contract Administrator's sole discretion.

5.4.7.4 Successful Vendors must offer at a Customer's request, various terms for the reconciliation of overage charges. The terms for the reconciliation may be monthly, quarterly or annually. Annual reconciliation may only be utilized by a Customer, if the Customer is committing to a base number of impressions in excess of 80% of their historical average.

5.4.8 Pricing, Software

5.4.8.1 Software costs shall be inclusive of all computer installation costs, initial training and onsite installation (not including travel and per diem costs) required by the manufacturer to complete the installation. In the event that a Customer requires customizations and/or installation above the requirements, the Successful Vendor must disclose these additional costs (including travel and per diem costs) to the Customer prior to the completion of a purchase, lease or rental agreement.

5.4.8.2 Software maintenance costs shall be inclusive of available software patches and updates.

5.4.9 **Special Promotions** – Successful Vendors may offer discounted special pricing on their contract website. Specials will run for one or more calendar months, be plainly visible and be available to all contract Customers during the promotional period. The Successful Vendors must notify the WSCA Contract Manager and the Participating State Contract Administrator of the special promotion.

5.5 Environmental, Special Terms and Conditions

- 5.5.1 All Equipment shall meet, at a minimum, the following emission standards:
 - 5.5.1.1 Equipment shall not emit ozone in excess of 0.02 mg/m³;
 - 5.5.1.2 Equipment shall not emit dust in excess of 0.25 mg/m³;
 - 5.5.1.3 Equipment shall not emit styrene in excess of .11 mg/m³.
- 5.5.2 Equipment must use returnable, recyclable or remanufactured toner containers and the Successful vendor will provide the Customer with the method to return the containers to the Successful Vendor at no addition charge.
- 5.5.3 Equipment offers the use of an organic photoreceptor or, at a minimum, a photoreceptor that does not contain arsenic, cadmium or selenium.
- 5.5.4 Equipment uses toner that is free of carcinogenic, mutagenic or teratogenic substances.
- 5.5.5 The Successful Vendor will maintain an environmental performance plan and goals, including an existing pollution prevention plan and environmental justice policy.
- 5.5.6 The Successful Vendor shall possess ISO 14001 certification or other environmental management system or processes currently adopted and in operation.

5.6 Technology, Special Terms and Conditions

- 5.6.1 **Network Connections** – Equipment must use only one network connection to accomplish network printing and scanning.
- 5.6.2 **Print Drivers**
 - 5.6.2.1 All software and drivers shall be Windows XP Compliant. Additionally, all software must be, at a minimum, in the process of Windows Vista Compliant with a published completion date.
 - 5.6.2.2 Proposed Equipment must have pre-configurable print drivers for scripting and push method installation on PC's.
- 5.6.3 **Technology, Authentication and Access**
 - 5.6.3.1 Any network connected devices (with the exception of Segment 2 Desktop and all Group C and D segments) must offer authentication for all features via LDAP and/or Windows AD and the ability to disable authentication for any or all features.
 - 5.6.3.2 The credential information for any remote authentication method may not be maintained within the copier's memory or persistent storage.
 - 5.6.3.3 Access to the device's administrative functions must be password protected as per each state's password requirements and must be changed from default at the time of install.
- 5.6.4 **Technology, Security**
 - 5.6.4.1 Console copier within Groups A and B must have as an available option, the ability to encrypt any information written to a copier hard drive.

- 5.6.4.2 Proposed Equipment must undergo a Department of Defense (DoD) three-pass minimum level erasure of hard drives at end of product life, or when any hard drive leaves Customer control.
- 5.6.4.3 Proposed Equipment must have technician removable hard drives that include an obligation to leave the drive in the state's possession at termination of the placement if so mandated by the state. The state will have the responsibility of securely erasing or destroying the hard drive in this case.
- 5.6.4.4 Proposed Equipment must have the capability for at least a onetime overwrite after the completion of each print/scan job and a structured three (3) times overwrite (DoD) on a weekly off-hours (outside of working days, 8:00 a.m. – 5:00 p.m.) schedule.

5.6.5 **Software** – Successful Vendors must propose additional software to aid in the multifunctional aspects of the proposed equipment within each grouping. Specifically, each proposal should contain the following software elements:

- 5.6.5.1 ***Advanced Scanning Software (for Groups A and B)*** – Advanced scanning software shall enable a device to de-skew and de-speckle scans as well as provide functionality to scan to searchable PDF files and scan to Microsoft applications such as OCR text with formatting (if applicable). Advanced scanning software may be internal to the copier, external software to be utilized on desktop computers or stand alone devices that are attached to the copier. In the case of standalone devices, the software must share a network drop with the copier and not require an additional network drop for its functionality.
- 5.6.5.2 ***Advanced Scanning Interface Software (Groups A and B)*** – Advanced scanning software shall enable copier devices to scan to Electronic Document Management (EDM) software including Documentum, FileNet, OnBase, HummingBird and Microsoft SharePoint. Additionally, the software shall enable an end user to enter indexing fields for the EDM system that will be passed to the system along with the file. This class of software shall have interfaces authorized and updated periodically by the EDM manufacturer. Advanced Scanning interface software may be internal to the copier or stand alone devices that are attached to the copier. In the case of standalone devices, the device must share a network drop with the copier and not require an additional network drop for its functionality.
- 5.6.5.3 ***Simple Accounting Software (Groups A and B)*** – Simple Accounting Software shall allow for the accounting of copies and prints through a simple code entered at the copier as well as through the print driver. The usage information should be retained at the copier level and the Vendors may propose additional server based software that aggregates this usage information by user code showing the total impression accomplished.
- 5.6.5.4 ***Advanced Accounting Software (Groups A and B)*** – Advanced accounting software shall be copier run software or server based software that will allow for the accounting of all impressions through

the use of LDAP, AD or an independent server based database. The program shall control access to the copier and measure the usage. Additionally, the software shall have the ability (as an option or included within the software package) to create charge back reports or debit accounts for usage (including common accounting systems and cash control system such as for public or student use in a library). Lastly, as an option, these programs may have the ability to interface with copier control devices such as bar code readers and magnetic card readers.

5.6.5.5 ***Make Ready Software (Groups C and D)*** – Make ready software shall be capable of performing the following tasks: de-speckle of scanned originals, de-skew of scanned originals, impositioning of pages, insertion of additional pages, tab insertion, pagination, crash numbering/Bates Stamping and submission of the job to the copier.

5.6.5.6 ***Production Management Software (Groups C and D)*** – Production management software shall have the capability to monitor the production workflow, load balance between multiple devices and perform color/B&W splitting (and pre-programming for document insertion and recombination).

5.6.5.7 ***Simple Online Submission Software (Groups C and D)*** – Simple Online Submission Software shall be capable of:

- 5.6.5.7.1 Submission of print jobs through a web server.
- 5.6.5.7.2 Conversion of print jobs to PDF format either through a print driver or through uploading to the web server.
- 5.6.5.7.3 Customization of the submission site including branding (naming and logo), finishing options, paper available and services available.
- 5.6.5.7.4 Capability to insert cost center codes.
- 5.6.5.7.5 Capability to print job ticket.
- 5.6.5.7.6 Capability for secure (password protected) access.
- 5.6.5.7.7 Secure administrator access.
- 5.6.9.7.8 Catalog ordering of pre-printed materials such as forms.

5.6.5.8 ***Advanced Online Submission Software (Groups C and D)*** – Advanced Online Submission software shall be capable of:

- 5.6.10.8.1 All features of the simple online submission software in addition to;
- 5.6.10.8.2 Both print driver and server based conversion of applications to PDF format.
- 5.6.10.8.3 Cost estimating of print jobs as well as tracking of print jobs throughout the production process.
- 5.6.10.8.4 Web based queue management.
- 5.6.10.8.5 Archival capabilities of print jobs for end users.

5.6.10.8.6 LDAP authentication capabilities.

5.6.10.8.7 Usage reporting for chargeback purposes.

6. COMPANY BACKGROUND AND REFERENCES

6.1 PRIMARY VENDOR INFORMATION

Vendors must provide a company profile. Information provided shall include:

- 6.1.1 Company ownership (sole proprietor, partnership, etc).
 - 6.1.1.1 Incorporated companies must identify the state in which the company is incorporated and the date of incorporation. **Please be advised**, pursuant to NRS §80.010, incorporated companies must register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS §80.015.
 - 6.1.1.2 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the Department of Taxation, in accordance with NRS §360.780.
- 6.1.2 Disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the vendor or in which the vendor has been judged guilty or liable with the State of Nevada.
- 6.1.3 Location(s) of the company offices and location of the office that will provide the services described in this RFP.
- 6.1.4 Is your firm a resident of Nevada or a resident of another state? If so, please list the state of residence. Does your resident state apply a preference, which is not afforded to bidders or vendors who are residents in the State of Nevada? This information may be utilized in determining whether an inverse preference applies pursuant to NRS §333.336.
- 6.1.5 Number of employees both locally and nationally.
- 6.1.6 Location(s) from which employees will be assigned.
- 6.1.7 Name, address and telephone number of the vendor's point of contact for a contract resulting from this RFP.
- 6.1.8 Company background/history and why vendor is qualified to provide the services described in this RFP.
- 6.1.9 Length of time vendor has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.
 - 6.1.9.1 Has the vendor ever been engaged under contract by any State of Nevada agency?
 Yes No If "Yes," specify when, for what duties, and for which agency.

6.1.9.2 Is the vendor or any of the vendor's employees employed by the State of Nevada, any of its political subdivisions or by any other government?

Yes No If "Yes," is that employee planning to render services while on annual leave, compensatory time, sick leave, or on his own time?

6.1.9.3 Resumes for key staff to be responsible for performance of any contract resulting from this RFP.

6.1.9.4 **Financial information and documentation to be included in Part IV of your response in accordance with the Submittal Instructions.**

6.1.9.4.1 Dun and Bradstreet number

6.1.9.4.2 Federal Tax Identification Number

6.1.9.4.3 The last two - (2) years and current year interim:

Profit and Loss Statement

Balance Statement

6.2 REFERENCES

Vendors should provide a minimum of three (3) references from similar projects performed for private, state and/or large local government clients within the last three years. **Vendors are required to submit Attachment D, Reference Form to the business references they list. The business references must submit the Reference Form directly to the Purchasing Division.** It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the proposal submission deadline for inclusion in the evaluation process. Business References not received, or not complete, may adversely affect the vendor's score in the evaluation process. The Purchasing Division may contact any or all business references for validation of information submitted.

6.2.1 Client name;

6.2.2 Project description;

6.2.3 Project dates (starting and ending);

6.2.4 Technical environment; (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware)

6.2.5 Staff assigned to reference engagement that will be designated for work per this RFP;

6.2.6 Client project manager name, telephone number, fax number and e-mail address.

6.3 SUBCONTRACTOR INFORMATION

6.3.1 Does this proposal include the use of subcontractors?

Yes _____ No _____ Unknown _____

If "Yes", vendor must at the time of Participating Addendum:

6.3.1.1 Identify specific subcontractors by state and the specific requirements of this RFP for which each proposed subcontractor will perform services.

Provide a list of current and know future subcontractors by state listed on Attachment F.

7. **COST**

Note: All Cost Proposals shall be submitted to the State as a separate, sealed package and clearly marked: "Cost Proposal in Response to RFP No. 1715", please refer to the Submittal Instructions for further instruction.

7.1 Vendors must provide detailed fixed prices for all costs associated with the responsibilities and related services. Clearly specify the nature of all expenses anticipated. See Attachment I for Pricing Schedule.

8. **PAYMENT**

8.1 Payment for the contracted service will be within 30 - 45 days upon receipt of invoice and the Customers approval.

8.2 Successful vendors will invoice the Customer in each Participating State directly with that Customer paying the vendor or their authorized distributors directly.

9. **SUBMITTAL INSTRUCTIONS**

9.1 In addition to the pre-proposal meeting, the Purchasing Division will accept questions and/or comments in writing, received by e-mail regarding this RFP as follows:

Questions must reference the identifying RFP number and be addressed to the State of Nevada, Purchasing Division, Attn: Lyn Callison, Purchasing Officer, e-mailed to svrpurch@purchasing.state.nv.us The deadline for submitting questions is January 5, 2009 at 2:00 p.m., Pacific Time. All questions and/or comments will be addressed in writing and responses e-mailed or faxed to prospective vendors on or about January 15, 2009. Please provide company name, address, phone number, e-mail address, fax number, and contact person when submitting questions.

9.2 RFP Timeline

<u>TASK</u>	<u>DATE/TIME</u>
Deadline for submitting question	January 5, 2009 @ 2:00 p.m.
Pre-proposal meeting*	January 7, 2009 @ 9:00 a.m.
Answers to all questions submitted available on or about	January 15, 2009
Deadline for submittal of Reference Questionnaires	February 3, 2009
<u>Deadline for submission and opening of proposals</u>	<u>February 4, 2009 @ 2:00 p.m.</u>
Evaluation period	February 5 – March 27, 2009

Selection of short listed vendors

February 20, 2009

Short listed vendor interviews/equipment testing**

On or about March 2 – 20, 2009

Selection of Successful Vendor(s)

On or about March 23, 2009

*Pre-proposal meeting will be held at the Reno City Hall, 1 East First Street, First Floor, Reno NV 89505. This meeting will be conducted by the State of Nevada Purchasing Division and the Asher Group representative. The meeting will be approximately three (3) hours in length. **Questions will be limited to RFP submittal instructions only.**

Vendor interviews and equipment testing will be held within a 50 mile radius of downtown Las Vegas, NV. The dates and times will be sent in writing to each **selected vendor on or about February 20, 2009.

NOTE: These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time, with appropriate notice to prospective vendors.

9.3 Proposal submission requirements:

9.3.1 Vendors shall submit their response in four (4) parts as designated below:

Part I: Technical Proposal

One (1) original marked "MASTER"

Nine (9) identical copies

One (1) identical copy on CD (**Note:** CD must be labeled accordingly and in a case.) DO NOT include hard copies of brochure information with the response. DO include all brochure information within the electronic copy of the response.

Technical Proposal must not include State documents, cost or confidential information.

Technical Proposal shall be submitted to the State in a sealed package and be clearly marked:

"Technical Proposal in Response to RFP No. 1715"

Part II: Cost Proposal:

One (1) original marked "MASTER"

Nine (9) identical copies

One (1) identical copy on CD (**Note:** CD must be labeled accordingly and in a case.)

Cost Proposal shall be submitted to the State in a sealed package and be clearly marked:

"Cost Proposal in Response to RFP No. 1715"

Part III State Documents:

One (1) original marked "MASTER"

Two (2) identical copies

One (1) identical copy on CD (**Note:** CD must be labeled accordingly and in a case.)

SHALL INCLUDE:

- Page 1 of RFP
- All Amendments to the RFP
- All Attachments requiring signature including Attachments A and B
- Certificate of Insurance

State Documents must not include technical, cost or confidential information.

State Documents shall be submitted to the State in a sealed package and be clearly marked:

“State Documents in Response to RFP No. 1715”

Part IV: Confidential Information:

One (1) original marked “MASTER”

Two (2) identical copies

Note: Confidential information should only contain the information identified in section 6.9.4, and will not be distributed to the evaluation committee members. Confidential information will be used in the analysis of financial stability and litigation history, of which the findings will be reported to the evaluation committee.

Information relating to vendor’s technical response that is included in the confidential information submittal **will not** be included in the evaluation process unless conformance with NRS section 333.333 is demonstrated in writing, the material is clearly and specifically noted for use by the evaluation committee and the appropriate number of copies provided.

If the separately sealed proposal, marked as required above, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked:

REQUEST FOR PROPOSAL NO.: 1715

PROPOSAL OPENING DATE: February 4, 2009 @ 2:00 p.m.

FOR: Multifunction Copiers and Related Software

9.3.2 **Proposal must be received at the address referenced below no later than 2:00 p.m. Pacific Time, February 4, 2009.** Proposals that do not arrive by proposal opening time and date WILL NOT BE ACCEPTED. Vendors may submit their proposal any time prior to the above stated deadline.

9.3.3 **Proposal shall be submitted to:**

State of Nevada, Purchasing Division
Lyn Callison, Services Purchasing
515 E. Musser Street, Suite 300

- 9.4 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile, e-mail or telephone proposals will **NOT** be considered; however, at the State's discretion, the proposal may be submitted all or in part on electronic media, as requested within the RFP document. Proposal may be modified by facsimile, e-mail or written notice provided such notice is received prior to the opening of the proposals.
- 9.5 Although it is a public opening, only the names of the vendors submitting proposals will be announced NRS §333.335(6). Technical and cost details about proposals submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the Purchasing Division designee as soon as possible and at least two days in advance of the opening.
- 9.6 If discrepancies are found between two or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one copy of the proposal is not clearly marked "MASTER," the State may reject the proposal. However, the State may at its sole option, select one copy to be used as the master.
- 9.7 For ease of evaluation, the proposal should be presented in a format that corresponds to and references sections outlined within this RFP and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed. Exceptions to this will be considered during the evaluation process.
- 9.8 If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with submittal instructions and specific references made to the tab, page, section and/or paragraph where the confidential information can be located.
- 9.9 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content. Expensive bindings, colored displays, promotional materials, and unnecessarily elaborate responses beyond what is sufficient to present a complete and effective response to this RFP are not necessary or desired and may be construed as an indication of the proposer's lack of environmental and cost consciousness. Unless specifically requested in this RFP, elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

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

- Be submitted on recycled paper.
- Not include pages of unnecessary advertising;
- Be made on both sides of each sheet of paper; and

- Be contained in re-usable binders rather than with spiral or glued bindings.
- 9.10 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 9.11 The proposal must be signed by the individual(s) legally authorized to bind the vendor, see NRS §333.337.
- 9.12 For ease of responding to the RFP, vendors are encouraged, but not required, to request an electronic copy of the RFP. Electronic copies are available in the following formats: Word 2003 via e-mail, diskette, or on the State Purchasing Division's website in PDF or EXE format at <http://purchasing.state.nv.us>. When requesting an RFP via e-mail or diskette, vendors should contact the Purchasing Division for assistance. In the event vendors choose to receive the RFP on diskette, the vendor will be responsible for providing a blank 3.5" formatted diskette; unless vendors provide a Federal Express, Airborne Express, etc. account number and appropriate return materials, the diskette will be returned by first class U.S. mail.
- 9.13 Vendors utilizing an electronic copy of the RFP in order to prepare their proposal should place their written response in *an easily distinguishable font* immediately following the applicable question.
- 9.14 ***For purposes of addressing questions concerning this RFP, the sole contact will be the Purchasing Division. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal NAC §333.155(3).*** This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
- 9.15 Vendor who believes proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Purchasing Division. To be considered, a request for review must be **received** no later than the deadline for submission of questions.
- The Purchasing Division shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP.
- Administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.
- 9.16 If a vendor changes any material RFP language, vendor's response may be deemed non-responsive. NRS §333.311.
- 9.17 Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal.

Proposals, which do not contain the requisite licensure, may be deemed non-responsive. However, this does not negate any applicable Nevada Revised Statute (NRS) requirements.

10. PROPOSAL EVALUATION AND AWARD PROCESS

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

- Demonstrated competence/experience in performance of comparable engagements
- Technological merits
- Environmental and accessibility merits
- Ability to service the Contract.
- All-encompassing approach to proposed equipment, software and services
- Conformance with the requirements, terms and conditions of this RFP
- Pricing

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

Proposals shall be kept confidential until a contract is awarded.

10.2 The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the State of Nevada NRS § 333.335(5)

10.3 Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. See generally, NRS §333.335.

10.4 Clarification discussions may, at the State's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive NAC §333.165. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors.

10.5 A Notification of Intent to Award shall be issued in accordance with NAC §333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board of Examiners, when required. Negotiations shall be confidential

and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFP.

- 10.6 Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 284.173).

11. TERMS, CONDITIONS AND EXCEPTIONS

- 11.1 Performance of vendors will be rated semi-annually following contract award and then annually for the term of the contract by the using State agency in six categories: Customer service; timeliness; quality; technology; flexibility; and pricing. Vendors will be notified in writing of their rating.
- 11.2 In accordance with Nevada Revised Statute 333.336, if a vendor submitting a proposal in response to this solicitation is a resident of another state, and with respect to contracts awarded by that state, applies to vendors who are residents of that state a preference, which is not afforded to vendors or contractors who are residents of the State of Nevada, the State of Nevada, Purchasing Division shall, insofar as is practicable, increase the out of state vendor's proposal by an amount that is substantially equivalent to the preference that the other state of which the vendor is a resident denies to vendors or contractors who are residents of the State of Nevada.
- 11.3 This procurement is being conducted in accordance with NRS chapter 333 and NAC chapter 333.
- 11.4 The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- 11.5 The State reserves the right to waive informalities and minor irregularities in proposals received.
- 11.6 The State reserves the right to reject any or all proposals received prior to Contract award (NRS §333.350).
- 11.7 The State shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS §333.335).
- 11.8 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 11.9 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the vendor's standard contract language. The omission of these documents renders a proposal non-responsive.

- 11.10 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 11.11 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this Contract, may be rejected.
- 11.12 Proposals from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter §281 and NRS Chapter §284.
- 11.13 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS §333.350(3).
- 11.14 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or prospective vendor. Collaboration among competing vendors about potential proposals submitted pursuant to this RFP is prohibited and may disqualify the vendor.
- 11.15 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 11.16 Prices offered by vendors in their proposals are an irrevocable offer for the term of the Contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.
- 11.17 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposal or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
- 11.18 All proposals submitted become the property of the State, selection or rejection does not affect this right; proposals will be returned only at the State's option and at the vendor's request and expense. The master technical proposal, the master cost proposal and Confidential Information of each response shall be retained for official files. Only the master technical and master cost will become public record after the award of a contract. The failure to separately package and clearly mark Part IV – which contains Confidential Information, Trade Secrets and/or Proprietary Information shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.
- 11.19 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded vendor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded vendor's obligations.

- 11.20 The awarded vendor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 11.21 The awarded vendor must maintain, for the duration of its contract, insurance coverages as set forth in the Insurance Schedule of the Contract form appended to this RFP. Work on the Contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of Contract.
- 11.22 Notwithstanding any other requirement of this section, the State reserves the right to consider reasonable alternative methods of insuring the Contract in lieu of the insurance policies required by the below-stated Insurance Schedule. It will be the awarded vendor's responsibility to recommend to the State alternative methods of insuring the Contract. Any alternatives proposed by a vendor should be accompanied by a detailed explanation regarding the vendor's inability to obtain insurance coverage as described below. The State shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.
- 11.23 Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- 11.24 The State will not be liable for Federal, State, or Local excise taxes NRS §372.325.
- 11.25 Attachment B of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment C contract form and all terms and conditions therein, except such terms and conditions that the vendor expressly excludes. Exceptions will be taken into consideration as part of the evaluation process.
- 11.26 The State reserves the right to negotiate final contract terms with any vendor selected NAC §333.170. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications

and clarifications to the awarded vendor's proposal, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

- 11.27 Vendor understands and acknowledges that the representations above are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentation shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- 11.28 No announcement concerning the award of a contract as a result of this RFP can be made without the prior written approval of the State.
- 11.29 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
- 11.30 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and chapter 333 of the Nevada Administrative Code.
- 11.31 Local governments (as defined in NRS §332.015) are intended third party beneficiaries of any contract resulting from this RFP and any local government may join or use any contract resulting from this RFP subject to all terms and conditions thereof pursuant to NRS §332.195. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.
- 11.32 Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. §1352.

(This space left intentionally blank)

12. **SUBMISSION CHECKLIST**

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

Part I TECHNICAL PROPOSAL:

Completed

Required number of Technical proposals (per Submittal Instructions) _____

Part II COST PROPOSAL:

Required number of Cost proposals (per Submittal Instructions) _____

Part III STATE DOCUMENTS:

Required Forms to be submitted labeled "State Documents";

- Page 1 of the RFP completed _____
- All Amendments completed and signed _____
- Primary Vendor Attachments A & B signed _____
- Primary Vendor Information provided _____
- Certificate of Insurance – Primary vendor only _____
- Mandatory Questions - Attachment H _____
- Certification regarding Lobbying – Attachment L _____

Part IV CONFIDENTIAL INFORMATION:

- Required number of Confidential Information (per Submittal Instructions and defined in Acronyms/Definitions) _____
- Financial Information _____

REMINDERS:

Send out Reference forms for Primary Vendor (with Part A completed) _____

Attachment A
CONFIDENTIALITY OF PROPOSALS AND
CERTIFICATION OF INDEMNIFICATION
PRIMARY VENDOR

Submitted proposals, which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "confidential" **will not** be accepted by the State of Nevada. Pursuant to NRS §333.333, only specific parts of the proposal may be labeled a "trade secret" as defined in NRS §600A.030(5). All proposals are confidential until the Contract is awarded; at which time, both successful and unsuccessful vendors' technical and cost proposals become public information. In accordance with the Submittal Instructions of this document, vendors are requested to submit confidential information in a separate envelope or binder marked "confidential."

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

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

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

YES _____ NO _____

VENDOR NAME _____

SIGNATURE _____
Primary Vendor

PRINT NAME _____
Primary Vendor

_____ Date

**This document must be submitted in the
"State Documents" section/tab**

Attachment B
CERTIFICATION OF COMPLIANCE WITH
TERMS AND CONDITIONS OF RFP
PRIMARY VENDOR

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

Checking "YES" indicates acceptance of all terms and conditions, while checking "NO" denotes non-acceptance and vendor's exceptions should be detailed below. In order for any exceptions to be considered they **MUST** be documented.

YES _____ NO _____

VENDOR NAME _____

SIGNATURE _____
Primary Vendor

PRINT NAME _____
Primary Vendor

_____ Date

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)

Attach additional sheets if necessary. Please use this format.

This document must be submitted in the "State Documents" section/tab

Attachment C

MASTER SERVICE AGREEMENT

The following Master Service Agreement (MSA) is provided as a courtesy to vendors interested in responding to this RFP. Please review the terms and conditions in this form, as this is the standard Contract used by the Lead State for all services of independent contractors awarded through a WSCA solicitation. It is not necessary for vendors to complete the MSA Form with their proposal responses.

All vendors are required to submit a Certificate of Insurance in the "State Documents tab/section of their proposal identifying the coverages and minimum limits currently in effect.

MASTER SERVICE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract between the Western States Contracting Alliance
Acting by and through the State of Nevada

(NAME, ADDRESS, PHONE AND FACSIMILE NUMBER OF CONTRACTING AGENCY)

and

(NAME, CONTACT PERSON, ADDRESS, PHONE, FACSIMILE NUMBER OF INDEPENDENT CONTRACTOR)

Pursuant to Nevada Revised Statute (NRS) 277.100, NRS 277.110, NRS 333.162(1)(d), and NRS 333.480 the Chief of the Purchasing Division of Nevada is authorized to enter into cooperative group-contracting consortium.

The Western States Contracting Alliance is a cooperative group-contracting consortium for state government 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.

In consideration of the above premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This contract shall not become effective until and unless approved by the Western States Contracting Alliance Board of Directors.
2. **DEFINITIONS.** "WSCA" means the Western States Contracting Alliance. "State" and/or "Lead State" means the State of Nevada and its state agencies, officers, employees and immune contractors as defined in NRS 41.0307. "Participating State(s)" means state(s) that have signed (and not revoked) an Intent to Contract at the time of the award of this contract, or who have executed a Participating Addendum. "Buyer" means any WSCA agency or political subdivision participating under this contract. "Contractor" and/or Contracting Agency" means a person or entity that performs services and/or provides goods for WSCA under the terms and conditions set forth in this contract. "Solicitation" means RFP # 1715 incorporated herein as Attachment AA. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.
3. **CONTRACT TERM.** This contract shall be effective from _____ subject to WSCA Board of Directors' approval to _____, unless sooner terminated by either party as specified in paragraph (21).
4. **CANCELLATION OF CONTRACT; NOTICE.** Unless otherwise stated in the special terms and conditions, any contract entered into as a result of the Solicitation may be canceled by either party upon written notice sixty (60) days prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon thirty (30) days written notice, unless otherwise limited or stated in the special terms and conditions of the Solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Participating State to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.
5. **INCORPORATED DOCUMENTS.** The parties agree that the scope of work shall be specifically described; this contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA: SOLICITATION # _____ (Scope of Work) and ATTACHMENTS (list attachments);

ATTACHMENT BB: INSURANCE SCHEDULE

ATTACHMENT CC: CONTRACTOR'S RESPONSE

A Contractor's attachment shall not contradict or supersede any WSCA specifications, terms or conditions without written evidence of mutual assent to such change appearing in this contract.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this contract are also specifically a part of this contract and are limited only by their respective order of precedence and any limitations specified.

8. **BID SPECIFICATIONS.** Contractor certifies that any deviation from the specifications in the scope of work, incorporated herein as part of Attachment AA, have been clearly indicated by Contractor in its response, incorporated herein as Attachment BB; otherwise, it will be considered that the bid is in strict compliance. Any BRAND NAMES or manufacturers' numbers are stated in the specifications are intended to establish a standard only and are not restrictive unless the Solicitation states "no substitute," and unless so stated, bids have been considered on other makes, models or brands

having comparable quality, style, workmanship and performance characteristics. Alternate bids offering lower quality or inferior performance have not been considered.

9. ACCEPTANCE OR REJECTION OF BIDS, AND AWARD. WSCA has the right to accept or reject any or all bids or parts of bids, and to waive informalities therein. This contract is based the lowest responsive and responsible bid and meets the specifications of the Solicitation and terms and conditions thereof. Unless stated otherwise in the Solicitation, WSCA has the right to award items separately or by grouping items in a total lot.

10. BID SAMPLES. Any required samples have been specifically requested in the Solicitation. Samples, when required, have been furnished free of charge. Except for those samples destroyed or mutilated in testing, samples will be returned at a bidder's request, transportation collect.

11. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph (5) at a cost of \$ _____ per _____ (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses). Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with the Solicitation must be good and firm for a period of ninety (90) days from the date of bid opening. Contracted prices represent ceiling prices for the supplies and services offered. The Contractor shall report to the Lead State any price reduction or discount, or other more favorable terms offered to any Purchasing Entity and the Contractor agrees to negotiate in good faith to re-establish ceiling prices or other more favorable terms and conditions applicable to future orders. Bid prices must remain firm for the full term of the contract. In the case of error in the extension of prices in the bid, the unit prices will govern. WSCA does not guarantee to purchase any amount under this contract. Estimated quantities in the Solicitation are for bidding purposes only and are not to be construed as a guarantee to purchase any amount. Unless otherwise stated in the special terms and conditions offers made in accordance with the Solicitation must be good and firm for a period of ninety (90) days from the date of bid opening. Bid prices must remain firm for the full term of the contract. In the case of error in the extension of prices in the bid, the unit prices will govern. If Contractor has quoted a cash discount based upon early payment; discounts offered for less than thirty (30) days have not been considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise. WSCA is not liable for any costs incurred by the bidder in proposal preparation.

12. PAYMENT. Payment for completion of a contract is normally made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After forty-five (45) days the Contractor may assess overdue account charges up to a maximum rate of one (1) percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a Participating State's "Purchasing Card."

13. TAXES. Prices shall be exclusive of state sales and federal excise taxes. Where a Participating State is not exempt from sales taxes on sales within its state, the Contractor shall add the sales taxes on the billing invoice as a separate entry. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. The Lead State's real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this contract. Nevada may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

14. FINANCIAL OBLIGATIONS OF PARTICIPATING STATES. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the Solicitation, the resulting award(s) will be permissive.

15. ORDER NUMBERS. Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

16. REPORTS. The Contractor shall submit quarterly reports to the WSCA Contract Manager showing the quantities and dollar volume of purchases by each Participating State.

17. DELIVERY. The prices bid shall be the delivered price to any WSCA state agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back-ordered shall be shipped without charge.

18. HAZARDOUS CHEMICAL INFORMATION. The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to any Buyer. All safety data sheets and labels will be in accordance with each Participating State's requirements.

19. INSPECTIONS. Goods furnished under this contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in non-compliance with bid specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph shall

adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

20. INSPECTION & AUDIT.

a. Books and Records. The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to WSCA, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by WSCA; the United States Government; the State Auditor or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this contract must be retained a minimum four (4) years after the contract terminates or until all audits initiated within the four (4) years have been completed, whichever is later, and for five (5) years if any federal funds are used in the contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

21. CONTRACT TERMINATION. Any of the following events shall constitute cause for WSCA to declare Contractor in default of the contract: (1) nonperformance of contractual requirements; and/or (2) a material breach of any term or condition of this contract. WSCA shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: (1) exercise any remedy provided by law; (2) terminate this contract and any related contracts or portions thereof; (3) impose liquidated damages; and/or (4) suspend Contractor from receiving future bid solicitations.

Winding Up Affairs Upon Termination. In the event of termination of this contract for any reason, the parties agree that the provisions of this paragraph survive termination:

i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by WSCA;

iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this contract if so requested by WSCA;

iv. Contractor shall preserve, protect and promptly deliver into WSCA's possession all proprietary information in accordance with paragraph (31).

22. REMEDIES. Except as otherwise provided for by law or this contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for attorneys employed by the Lead State. Nevada may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190.

23. LIMITED LIABILITY. Nevada will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any breach by the Lead State shall never exceed the amount of funds appropriated for payment under this contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

24. FORCE MAJEURE. Neither party to this contract shall be deemed to be in violation of this contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the contract after the intervening cause ceases. WSCA may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

25. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, Nevada from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. The Contractor shall release, protect, indemnify and hold WSCA and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

26. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor, as an independent contractor and not an employee of the State, must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in Attachment BB, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Contracting Agency of the State, and
- 2) The State has approved the insurance policies provided by the Contractor.

Prior approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in Attachment BB, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until:

1. Final acceptance by the State of the completion of this Contract; or
2. Such time as the insurance is no longer required by the State under the terms of this Contract;

Whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

General Requirements:

- a. **Additional Insured:** By endorsement to the general liability insurance policy evidenced by Contractor, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- b. **Waiver of Subrogation:** Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.
- c. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- e. **Policy Cancellation:** Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown on page one (1) of this contract.
- f. **Approved Insurer:** Each insurance policy shall be:
 - 1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - 2) Currently rated by A.M. Best as "A-VII" or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to the Lead State:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.
- 2) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the Lead State prior to the commencement of work by Contractor. Neither approval by the Lead State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this contract. Compliance with the insurance requirements of this contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the Lead State or others, and shall be in addition to and not in lieu of any other remedy available to the Lead State or Participating States under this contract or otherwise. The Lead State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

Mail all required insurance documents to the Lead State identified on page one of the contract.

27. COMPLIANCE WITH LEGAL OBLIGATIONS. Any and all supplies, services and equipment bid and furnished shall comply fully with all applicable Federal and State laws and regulations. Contractor shall procure and maintain for the duration of this contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this contract. The Lead State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

28. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

29. SEVERABILITY. If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

30. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this contract. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA Contract Manager.

31. OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this contract shall be the exclusive property of WSCA and all such materials shall be delivered into WSCA possession by Contractor upon completion, termination, or cancellation of this contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this contract without the prior written consent of WSCA. Notwithstanding the foregoing, WSCA shall have no proprietary interest in any materials licensed for use that are subject to patent, trademark or copyright protection.

32. PATENTS, COPYRIGHTS, ETC. The Contractor shall release, indemnify and hold WSCA, the State, and Participating States and their officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

33. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

34. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this contract.

35. NONDISCRIMINATION. Contractor agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which

prohibits discrimination on the basis of disabilities. Contractor further agrees to furnish information and reports to requesting Participating Entities, upon request, for the purpose of determining compliance with these statutes. Contractor agrees to comply with each individual Participating State's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the Contractor fails to comply with the provisions of these laws and regulations. Contractor must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

36. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this contract:

a. Contractor certifies, by signing this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

37. LOBBYING. The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

a. Any federal, state, county or local agency, legislature, commission, counsel or board;

b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

38. NON-COLLUSION. Contractor certifies that this contract and the underlying bid, have been arrived at independently and have been without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

39. WARRANTIES.

a. Uniform Commercial Code. The Contractor acknowledges that the Uniform Commercial Code applies to this contract. In general, the contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any special purposes that the Buyer has relied on the Contractor's skill or judgment to consider.

b. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

c. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State. This warranty includes, without limitation, century recognition, calculations that accommodate same century and mult century formulas and data values and date data interface values that reflect the century.

40. CONFLICT OF INTEREST. Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA participants to any officer or employee of WSCA or participating states to secure favorable treatment with respect to being awarded this contract.

41. INDEPENDENT CONTRACTOR. Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

42. POLITICAL SUBDIVISION PARTICIPATION. Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the WSCA Participating States shall be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

43. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this contract on behalf of each party has full power and authority to enter into this contract. Contractor acknowledges that as required by statute or regulation this contract is effective only after approval by the WSCA Board of Directors and only for the period of time specified in the contract. Any services performed by Contractor before this contract is effective or after it ceases to be effective are performed at

the sole risk of Contractor. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency.

44. GOVERNING LAW; JURISDICTION. This contract and the rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of the state of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this contract. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Participating State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of a Participating Addendum or shall be in the Purchasing State.

45. SIGNATURES IN COUNTERPART. Contract may be signed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

46. ENTIRE CONTRACT AND MODIFICATION. This contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this contract specifically displays a mutual intent to amend a particular part of this contract, general conflicts in language between any such attachment and this contract shall be construed consistent with the terms of this contract. The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Manager.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature

Date Independent's Contractor's Title

Signature

Date Title

Greg Smith, Administrator, State of Nevada

APPROVED BY WSCA BOARD OF DIRECTORS

On _____
(Date)

Approved as to form by:

Deputy Attorney General for Attorney General

On _____
(Date)

**ATTACHMENT BB
INSURANCE SCHEDULE**

INDEMNIFICATION CLAUSE:

Contractor shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor."

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor."

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation
Employers' Liability

Statutory

Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. Installation Floater

Coverage equal to the initial Contract Amount, policy shall include the following provisions:

- a. The State of Nevada, Contractor, subcontractor and any others with an insurable interest in the work shall be Insureds on the policy.
- b. Coverage shall be written on an all risk, replacement cost basis and shall include coverage for flood and earth movement as well as coverage for losses that may occur during equipment testing.
- c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the State of Nevada, has an insurable interest in the property required to be covered.
- d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the State.
- e. The Installation Floater must provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.
- f. Policy shall contain a waiver of subrogation against the State of Nevada.
- g. Contractor is responsible for the payment of all deductibles under the Installation Floater policy.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

- 1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
- 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **State of Nevada Purchasing Division, Attention Judie Noriega, 515 E. Musser Street, Suite 300, Carson City NV 89701.**

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A- VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **State of Nevada Purchasing Division, Attention Judie Noriega, 515 E. Musser Street, Suite 300, Carson City NV 89701**. The State project/contract number and project description are to be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

_____	_____	_____
Independent Contractor's Signature	Date	Independent's Contractor's Title
_____	_____	_____
Signature- State of Nevada	Date	Title

Attachment BB Page 1 of 3

RMIns rev 03/08

Attachment D

REFERENCE QUESTIONNAIRE

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

The proposing vendor is required to complete Part A and send the following reference form to each business reference listed for completion of Part B. The business reference, in turn, is requested to submit the Reference Form directly to the State of Nevada, Purchasing Division by the requested deadline for inclusion in the evaluation process. The business reference may be contacted for validation of the response.

(This space left intentionally blank)



RFP # 1715 REFERENCE QUESTIONNAIRE FOR: Multifunction Copiers and Related Software

Part A:

_____ (Name of company requesting reference)

Part B:

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the State of Nevada, Purchasing Division, via e-mail at svrpurch@purchasing.state.nv.us or facsimile at (775) 684-0188, no later than February 3, 2009 and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the State of Nevada Purchasing Division, Services Procurement Section by telephone at (775) 684-0170 or by e-mail at svrpurch@purchasing.state.nv.us. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

CONFIDENTIAL INFORMATION WHEN COMPLETED

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	

QUESTIONS:

1. Has the Vendor provided you with copiers in the past 3 years and how would you rate their overall performance?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable / No Service in last 3 years)

COMMENTS:

2. In general, what services has the vendor provided for you?

COMMENTS:

3. How would you rate the completeness and accuracy of the data and reports provided by the vendor?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. How would you rate the dynamics/interaction between the vendor and your staff?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

5. How would you rate the timely and proactive nature of the vendor in providing service?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. How would you rate the vendor's ability and attention to detail during pre and post implementation:
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?

COMMENTS:

Attachment E

RFP TERMS AND CONDITIONS FOR GOODS

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

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

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

c. Merchantable, Good Quality, No Defects. The goods shall be merchantable, of good quality, and free from defects, whether patent or latent, in material and workmanship.

d. Conformity. The goods shall conform to the standards, specifications and descriptions set forth in the incorporated attachments. If Contractor has supplied a sample to the State, the goods delivered shall conform in all respects to the sample and if the sample should remain in the State's possession it shall be identified by the word "sample" and the signature of Contractor's sales representative.

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

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

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

h. Title. Contractor has exclusive title to the goods and shall deliver the goods to the State free and clear of all liens, encumbrances, and security interests. If the Contract causes title to vest in the State, the State hereby grants a security interest in the goods to Contractor under the terms set forth in the Contract.

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

a. Software Warranty. Contractor/licensor warrants that for the period specified in the incorporated attachments:

(1) Under normal use and service, the media on which the licensed software is delivered shall be free from defects in material and workmanship. If the licensed product fails to meet the media warranty, and the State as licensee gives licensor written notice thereof during the applicable warranty period, licensor shall replace such media.

(2) The licensed product will meet licensor's published specifications therefore in effect on the effective date of the Contract. If the licensed product fails to meet the warranty and licensee gives licensor written notice thereof, licensor shall correct the failure, provided that licensee gives licensor detailed information regarding such failure. However, licensor shall not be liable to licensee for the warranty provided herein if (1) unanticipated or unauthorized modifications are made to the licensed product by someone other than licensor, or (2) the media for the licensed product is subject to misuse or abuse.

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

- (1) unanticipated or unauthorized modifications are made to the computer hardware by someone other than Contractor;
- (2) attachments, features or devices are employed on the computer hardware that are not supplied by Contractor or not approved in writing by Contractor, including, without limitation, other components of the State's systems; or
- (3) the computer hardware is subject to abuse or misuse.

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

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

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

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

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

8. DELIVERY, INSPECTION, ACCEPTANCE, RISK OF LOSS. Contractor agrees to deliver the goods as indicated in the Contract, and upon acceptance by the State, title to the goods shall pass to the State unless otherwise stated in the Contract. The State shall have the right to inspect the goods on arrival and, within a commercially reasonable time, the State must give notice to Contractor of any claim or damages on account of condition, quality, or grade of the goods, and the State must specify the basis of the claim in detail. Acceptance of the goods is not a waiver of UCC revocation of

acceptance rights or of any right of action that the State may have for breach of warranty or any other cause. Unless otherwise stated in the Contract, risk of loss from any casualty, regardless of the cause, shall be on Contractor until the goods have been accepted and title has passed to the State. If given any, the State agrees to follow reasonable instructions regarding return of the goods.

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

10. PRICE; TAXES; PAYMENT. The price quoted is for the specified delivery, and, unless otherwise specified in the Contract, is F.O.B. to the delivery address specified above. Unless otherwise specified in the Contract, the price does not include applicable federal or State sales, use, excise, processing or any similar taxes, or duty charges, which shall be paid by the State, or in lieu thereof, the State shall provide Vendor with a tax exemption certificate acceptable to the applicable taxing authority. Unless otherwise specified in the Contract, payment shall be made by warrant drawn on the State of Nevada (in accordance with Nevada law) and mailed to Vendor at the address specified above (or to assignee if assignment is acknowledged by the State) within the time specified above.

11. GOVERNING LAW. The laws of Nevada, including, without limitation, Nevada's Uniform Commercial Code (NRS Title 8) in effect on the date of execution of the Contract, shall govern with respect to any goods provided under the Contract.

Attachment F

PARTICIPATING STATE(S) TERMS AND CONDITIONS

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

Additional states may be added with the consent of the contractor and Lead State through execution of a Participating Addendum.

Specific Terms and Conditions related to each State may be attached below. All States reserve the right to add any State specific terms and conditions to any resultant participating addendums signed in response to award(s) based from this procurement.

- Alaska
- Arizona
- Colorado
- Delaware
- Hawaii
- Idaho
- Iowa
- Kentucky
- Montana
- Nebraska
- New Mexico
- North Dakota
- Rhode Island
- South Dakota
- Utah
- Vermont
- West Virginia

Commonwealth of Kentucky terms and conditions

Political Subdivisions

Under Kentucky Statutes, political subdivisions of this State including cities, counties and school districts may participate in All State Agency Master Agreements to the same extent as agencies of the Commonwealth.

Multiyear Contracts

If this Contract is for a term that extends beyond the end of the biennium in which the Contract was made, payment and performance obligations for succeeding fiscal years are subject to the availability of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance of the Contract beyond the biennium, the Contract for such subsequent year(s) may be canceled in accordance with 200 KAR 5:312.

Contract Usage

As a result of this RFP, the contractual agreement with the selected Vendor will in no way obligate the Commonwealth to purchase any services or equipment under this contract. The Commonwealth agrees, in entering into any contract, to purchase only such services in such quantities as necessary to meet the actual requirements as determined by the Commonwealth.

Assignment

The Contractor shall not assign the Contract in whole or in part or any payment arising therefrom without the prior written consent of the Commonwealth. Any purported assignment is void.

Payment

The Commonwealth will make payment within thirty (30) working days of receipt of Contractor's invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454.

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the Agency Contact Person or his representative.

Subcontractors

The Contractor is permitted to make subcontract(s) with any other party for furnishing any of the work or services herein. The Contractor shall be solely responsible for performance of the entire Contract whether or not subcontractors are used. The Commonwealth shall not be involved in the relationship between the prime contractor and the subcontractor. Any issues that arise as a result of this relationship shall be resolved by the prime contractor.

All references to the Contractor shall be construed to encompass both the Contractor and any subcontractors of the Contractor.

Confidentiality of Contract Terms

The Contractor and the Commonwealth agree that all information communicated between them before the effective date of the Contract shall be received in strict confidence and shall not be necessarily disclosed by the receiving party, its agents, or employees without prior written consent of the other party. Such material will be kept confidential subject to Commonwealth and Federal public information disclosure laws.

Upon signing of the Contract by all Parties, terms of the Contract become available to the public, pursuant to the provisions of the Kentucky Revised Statutes.

The Contractor shall have an appropriate agreement with its Subcontractors extending these confidentiality requirements to all Subcontractors' employees.

EEO Requirements

The Kentucky Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The Contractor shall comply with all terms and conditions of the Act. A copy of the EEO forms may be obtained by downloading them from the E-Procurement website at <https://eprocurement.ky.gov>. Select **STANDARD ATTACHMENTS AND GENERAL TERMS** and scroll down the page to **Attachment #4**. Direct coordination with the EEO Office is approved to discuss EEO requirements and forms. The EEO office's telephone number is (502) 564-2874 and fax (502) 564-1055.

The Commonwealth will review the EEO Forms (or equivalent, if applicable) upon receipt. If a Vendor is under-utilized or in non-compliance, the Vendor shall receive notification from the Commonwealth. The Vendor shall have five (5) days from receipt of such notice to submit an affirmative action plan. Failure to submit an affirmative action plan within the timeframe specified may result in the disqualification of the Vendor's response. In any event, a Vendor shall not be eligible for an award of contract without being in compliance with the EEO requirements.

If the Vendor is exempt from submitting the EEO Forms, the Vendor must state such in its transmittal letter. Exemption from EEO Form submission, under KRS 45.590, does not obviate any other requirements of KRS 45.570.

Conformance with Commonwealth & Federal Laws/Regulations

This Contract is subject to the laws of the Commonwealth of Kentucky and where applicable Federal law. Any litigation with respect to this Contract shall be brought in state or federal court in Franklin County, Kentucky.

Recycling

The Contractor is required to comply with the recycling requirements of 200 KAR 5:330.

Accessibility

Vendor hereby warrants that the products or services to be provided under this Contract comply with the accessibility requirements of section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor further warrants that the products or services to be provided under this Contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the Vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

Prohibitions of Certain Conflicts of Interest

In accordance with KRS 45A.340, the contractor represents and warrants, and the Commonwealth relies upon such representation and warranty, that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The contractor further represents and warrants that in the performance of the contract, no person, including any subcontractor, having any such interest shall be employed.

In accordance with KRS 45A.340 and KRS 11A.040(4), the contractor agrees that it shall not knowingly allow any official or employee of the Commonwealth who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this contract to voluntarily acquire any ownership interest, direct or indirect, in the contract prior to the completion of the contract.

Certification Regarding Debarment and Suspension

In accordance with Federal Acquisition Regulation 52.209-5, the Vendor shall certify, in the Transmittal Letter (Section 50.150 of this RFP), that to the best of its knowledge and belief, the Vendor and/or its Principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any State or Federal agency.

"Principals", for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary, division, or business segment, and similar positions.

Disclosure of Violation of Statutes

Required Report of Prior Violations of Tax and Employment Laws information and forms can be found at <https://eprocurement.ky.gov>, "Laws, Policies, and Procedures" and "Standard Attachments and General Terms".

Pursuant to KRS 45A.485, contractors are required to reveal final determinations of violation of certain statutes incurred within the last five (5) years and be in continuous compliance with those statutes during the contract. Where applicable, the Vendor is required to complete and submit Report of Prior Violations of Tax and Employment Laws with the Technical Proposal.

REQUIRED AFFIDAVIT FOR BIDDERS OR OFFERORS

- A. In accordance with the provisions of KRS 45A.110 and KRS 45A.115, each bidder or offeror shall swear or affirm under penalty of perjury that:
 - (1) neither the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky, and
 - (2) the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
- B. I hereby swear and affirm under penalty of perjury that the entity bidding is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state; is duly registered with the Kentucky Secretary of State to the extent required by Kentucky law; and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.
- C. I hereby swear and affirm under penalty of perjury that the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
- D. I hereby swear and affirm under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.
- E. I hereby swear or affirm under penalty of perjury that the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139 to the extent required by Kentucky law; and will remain registered for the duration of any contract awarded.

I have fully informed myself regarding the accuracy of the statements made above.

SIGNATURE

Printed Name

Title

Date

Company Name _____

Address _____

Subscribed and sworn to before me by _____,
(Affiant)

(Title)

of _____ this _____ day of _____, 20____.
(Company Name)

Notary Public

[seal of notary]

My commission expires: _____

State of Montana
Terms and Conditions

Standard Terms and Conditions

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the taken by the State of Montana or third party.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without express written consent of the department. (Section 18-4-141, MCA).

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Section 18-4-313(4), MCA).

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation, concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA).

(This space left intentionally blank)

STATE OF SOUTH DAKOTA
UNIQUE TERMS AND CONDITIONS

In addition to the terms and conditions already indicated in the solicitation document, the following terms and conditions will apply to any contract entered into by the State of South Dakota as a result of this solicitation.

1. Assignment of Anti-trust Claims: The contractor hereby agrees to convey, assign and transfer to the State of South Dakota all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States, 15 U.S.C.A. §1, et seq. (1973), and under the antitrust laws of the State of South Dakota, SDCL 37-1, and amendments thereto, relating to the particular goods, services and materials purchased by the State of South Dakota in connection with this contract.

State of Vermont
Additional Terms and Conditions to the NASPO Terms and Conditions and Required Forms

Cooperative Procurements

1. **Confidentiality:** The successful response will become part of the contract file and will become a matter of public record as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 VSA, Chapter 5, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.

2. **Appropriations:** If this contract extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this contract, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of exiting appropriation authority.

3. **Independence, Liability:** The Contractor will act in an independent capacity and not as officers or employees of the State.

The Contractor shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Contractor or of any agent of the Contractor. The State shall notify the Contractor in the event of any such claim or suit, and the Contractor shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Contractor may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Contractor shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Contractor.

The Contractor shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Contractor.

4. **Insurance:** Before commencing work on this contract the contractor must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the contractor to maintain current certificates of insurance on file with the state through the term of the contract.

Workers Compensation: With respect to all operations performed, the contractor shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the contractor shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Contractor shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this contract.

Automotive Liability: The contractor shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the contract. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Contractor shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this contract.

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the contractor for the contractor's operations. These are solely minimums that have been established to protect the interests of the State.

5. **Set Off:** The State may set off any sums which the Contractor owes the State against any sums due the Contractor under this contract; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

6. **No Gifts or Gratuities:** Contractor shall not give title, or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this contract.

7. **Certification for apparel, footwear, and textiles (sweatshop prohibition):** Before commencing work on this contract, the contractor must provide certification from each supplier that meets the requirements of 29 V.S.A. §922(a) as well as a list of the names and addresses of each supplier, as required by 29 V.S.A. §922(b). Contractor certifies that if, at any time during the contract period, there are changes to the information in the certification or to the list of suppliers the contractor will promptly inform the Commissioner of Buildings and General Services of such changes.

CERTIFICATE OF COMPLIANCE

This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

TAXES: Pursuant to 32 V.S.A. § 3113, bidder hereby certifies, under the pains and penalties of perjury, that the company/individual is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due to the State of Vermont as of the date this statement is made. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes.

INSURANCE: Bidder certifies that the company/individual is in compliance with, or is prepared to comply with, the insurance requirements as detailed in Section 4 of the State of Vermont Additional Terms and Conditions to the NASPO Terms and Conditions and Required Forms Cooperative Procurements. Certificates of insurance must be provided prior to issuance of a contract and/or purchase order. If the certificate(s) of insurance is/are not received by the Office of Purchasing & Contracting within five (5) days of notification of award, the State of Vermont reserves the right to select another vendor. Please reference the RFP and/or RFQ # when submitting the certificate of insurance.

CERTIFICATION FOR APPAREL, FOOTWEAR, AND TEXTILES (SWEATSHOP PROHIBITION): Bidder certifies that the company/individual is in compliance with the requirements as detailed in Section 7 of the State of Vermont Additional Terms and Conditions to the NASPO Terms and Conditions and Required Forms Cooperative Procurements. The contractor must provide certification from each supplier that meets the requirements of 29 V.S.A. §922(a) as well as a list of the names and addresses of each supplier, as required by 29 V.S.A. §922(b). Contractor certifies that if, at any time during the contract period, there are changes to the information in the certification or to the list of supplier the contractor will promptly inform the Commissioner of Buildings and General Services of such changes. The state reserves the right to ask for additional information and / or certifications any time during the contract period. Failure of the vendor to comply with any provision of this certification will be considered a default of the vendor's contract obligations.

CONTRACT TERMS: The undersigned hereby acknowledges and agrees to the State of Vermont Additional Terms and Conditions to the NASPO Terms and Conditions and Required Forms Cooperative Procurements.

TERMS OF SALE: The undersigned agrees to furnish the products or services listed at the prices quoted. The Terms of Sales are Net 30 days from receipt of service or invoice, whichever is later. Percentage discounts may be offered for prompt payments of invoices, however such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

FORM OF PAYMENT: Would you accept the Visa Purchasing Card as a form of payment? Yes No

Insurance Certificate(s): Attached _____

Will provide upon notification of award _____

Delivery Offered: _____ days after notice of award

Terms of Sale: _____
(If Discount)

Quotation Valid for: _____ days

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Fax Number: _____

E-mail: _____

By: _____
Signature (Bid Not Valid Unless Signed)

Name: _____
(Type or Print)

All returned quotes and related documents must be identified with our request for quote number.

Offshore Outsourcing Questionnaire

Vendors must indicate whether or not any services are or will be performed in a country other than the United States. Indicate N/A if not applicable.

Services:

Proposed Service to be Outsourced	Bid Total	Offshore Dollars	Represents what % of total Contract Dollars	Outsourced Work Location (Country)	Subcontractor

If any or all of the services are or will be outsourced offshore, Vendors are required to provide a cost estimate of what the cost would be to provide the same services onshore and/or in Vermont.

Proposed Service to be Outsourced	Bid Total if provided Onshore	Bid Total if provided in Vermont	Cost Impact	Onshore Work Location	Subcontractor

Name of Bidder:

Signature of Bidder:

Date

ENVIRONMENTAL INFORMATION FORM
June 1, 2008

RECYCLED MATERIALS OR PRODUCTS:

All bidders are to complete the following information in reference to each item being quoted. Additional pages may be used if necessary.

ITEM #	BRAND/MANUFACTURER	% OF RECYCLED CONTENT	% POST CONSUMER CONTENT

MERCURY CONTENT CERTIFICATION:

The undersigned hereby certifies that none of the items quoted in this RFQ/RFP and any contract issued as a result contain mercury except as identified below. Bidders shall also specify the amount of mercury contained in any of the products listed below. Additional pages may be used if necessary.

ITEM	PART #	MERCURY CONTENT

Name of Bidder: _____

Signature of Bidder: _____

Date: _____

TOWNS AND SCHOOLS QUESTIONNAIRE

PROVISIONS FOR THE PURCHASE OF SUPPLIES, MATERIALS, AND
EQUIPMENT FOR TOWNS, SCHOOLS, POLITICAL SUBDIVISIONS,
AND INDEPENDENT COLLEGES' OF THE STATE OF VERMONT

The Office of Purchasing & Contracting keeps a current file of the contracts that are available to the political subdivisions and colleges. We are continually interested in expanding this file and would appreciate a positive response to the following questions:

1. Will you furnish these products and services to the political subdivisions of the State of Vermont at the same prices, terms and conditions as you quoted in this response? Yes _____
No _____

If no, kindly outline below the prices, terms, and conditions under which you will agree to supply these needs.

2. Will you furnish these products and services to the independent colleges of the State of Vermont at the same prices, terms and conditions as you quoted in this response? Yes _____ No _____

If no, kindly outline below the prices, terms, and conditions under which you will agree to supply these needs.

It should be noted that if you agree to extend these contract terms and prices to the political subdivisions or to independent colleges, all such items furnished will be billed directly to and paid for by the political subdivision or college and neither the State of Vermont, nor its Commissioner of Buildings and General Services, personally or officially, assumes any responsibility.

RESPONSE TITLE:

FIRM NAME:

DATE:

BY:

¹Independent Colleges are "any institution of higher education chartered in VT and accredited or holding a certificate of approval from the State Board of Education."

Attachment G

SAMPLE SERVICE LEVEL AGREEMENT

Purpose: The purpose of this sample Service Level Agreement (SLA) is to provide the Successful Vendor with an example of a guarantee of service levels with penalties for failure to perform. This example of an SLA utilizes a scorecard method for the Customer level SLA and flat rate penalties for the Partisipating State and WSCA level penalties. This Sample is meant to be an example of a Service Level Agreement and Successful Vendors are to customize their own SLA to propose as part of this RFP. Successful Vendors are cautioned to utilize measurements that are reportable and measurable on a Customer, State and WSCA level and Successful Vendors may alter the target levels by Service Zone.

1 Customer Level SLA

1.1 Purpose

The purpose of this addendum is to define service levels; penalties for the performance of the service levels; as well as provide the Customer with a defined replacement process for equipment performing below expectations.

1.2 Customer Service Level Agreement

Vendor agrees to maintain the following service levels defined below as targets:

Performance Criteria	Target Level
Average Fleet Uptime	98% or Better
Average On-Site Response Time	4 Hours or Less
First Time Fix	80% of all service calls or better

These service levels will be measured on a quarterly basis between Vendor and the State.

1.3 Calculation of Service Level Points

Once per quarter, Vendor will produce reporting to be measured against the Service Level Agreement and points will be assigned according to the following chart:

(This space left intentionally blank)

	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
Average Fleet Uptime	98% or Higher	97.9% - 96%	95.9% - 94%	94.9% - 94%	93.9% or lower
Possible Points	4	3	2	2	0
	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
Average On-Site Response Time (in Hours)	4 or Less	4.1 - 5	5.1 - 6	6.1 - 7	7.1 or more
Possible Points	4	3	2	2	0
	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
First Time Fix	80% or Higher	79.9% - 70%	69.9% - 60%	59.9% - 50%	Less than 50%
Possible Points	4	3	2	2	0

These points will be added to produce a total Service Level score. This score will be used to determine the subsequent penalty according to the following schedule where the penalty can be up to 4% of the previous quarter's service and supplies billing (expressed as a negative %).

1.4 Penalty Level

	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
Total Score	12 - 10	9 - 7	6 - 4	3 - 1	0
Penalty/Award as a percentage of quarterly service and supplies billings	0%	-2.5%	-3.0%	-3.5%	-4.0%

The penalty shall be awarded to the Customer as a credit on the following period's service and supplies invoice.

1.5 Equipment Performance

Vendor guarantees each machine specified within any maintenance agreement will perform to either a) the monthly copies between service calls as measured by machine on a quarterly basis by group and segment listed below and/or b) the monthly uptime as measured by machine on a quarterly basis by segment listed below.

Group	Copier Segment	Quarterly Uptime
A and B	All	95%
C and D	All	95%
E	All	95%

Should any unit fail to maintain these copies between calls and or the monthly uptime, excluding service calls caused by operator error, that system will be subject to replacement at the Customers discretion on a like-for-like basis with then current technology. Prior to installing a substitute product, supplier will be allowed 90 days to remedy any quality or reliability issues. A

designated factory authorized technician must certify each unit's ability to produce acceptable impressions with acceptable copies between calls or uptime. The guarantee will remain in effect for the term of the contract or up to five (5) years from the date of purchase/lease, provided the equipment has not been subjected to abuse or neglect and has been continuously covered by a Maintenance Contract. This replacement policy will remain in effect for the term of the contract and is subject to the Customer remaining current with supplier's payment requirements.

1.6 Additional Vendor Guarantees

1.6.1 **Training** – On-going training as requested by the Customer to be performed within two (2) weeks of requested date for on-site training and two (2) hours for phone/technical support. A penalty of \$50 per incident that does not meet the turnaround time specified above to be credited on the next service bill.

1.6.2 **Loaner Unit/Backup Production** – If any unit is in operable for a period in excess of 72 hours, Vendor shall provide the Customer with either:

- i) A loaner unit of similar speed and capabilities until such time as the unit(s) covered by this agreement are operable, or
- ii) Provide the Customer with off-site manned production capabilities to accomplish the work of the unit that is inoperable at the sole cost of the Vendor. Such costs shall be limited to cost of production (service and supplies), equipment, labor, power, transportation of jobs to and from the off-site production facility and facilities.

1.6.3 **Invoicing** – Vendor shall maintain timely, accurate invoicing, less service run impressions, as defined below. Failure on the vendor's part to maintain these levels as defined shall result in a \$50.00 per instance credit on the following invoice.

Measurable	Service Level
Timely Invoicing	Invoices will be submitted no later than the 25 th of the month immediately following the close of a billing period.
Accurate Invoicing	Invoices do not require any credits for mis-billing
Service Impressions	Vendor will credit all service run impressions within the same billing cycle

2 State and Western States Contracting Alliance SLA's

2.1 **Timely Reporting** – Vendor shall produce reporting for both the State and WSCA within 30 days of the closing of the reporting period. Failure to do so will result in a penalty of \$ __.00 per day beyond the 30 day period.

2.2 **Timely Payment of Administrative Fees** – Vendor shall produce payment for both any State Specific Administrative Fee and the WSCA Administrative Fee within 30 days of the closing of the reporting period. Failure to do so will result in a penalty of \$ __.00 per day beyond the 30 day period.

2.3 **Accuracy of Reporting** – The State and WSCA may request at any point proof of the reporting accuracy through the data set supporting the reporting. If the State or WSCA has reason to believe that multiple and systemic reporting errors exist, that cannot be

corrected to the State's or WSCA's satisfaction; the State or WSCA may require an audit by a third party. If errors are found, the Successful vendor must reimburse the State or WSCA for the cost of the auditor as well as correcting any administrative fee errors.

2.4 **Accuracy of Billing** – The State and WSCA may request at any point proof of the billing accuracy through the data set supporting the billing. If the State or WSCA has reason to believe that multiple and systemic billing errors exist, that cannot be corrected to the State's or WSCA's satisfaction; the State or WSCA may require an audit by a third party. If errors are found, the Successful vendor must reimburse the State or WSCA for the cost of the auditor as well as correcting any billing errors.

2.5 **Penalties** – All penalties under this, section two (2) of the Service Level Agreement shall be payable to either the State or the Western States Contracting Alliance, accordingly.

Attachment H

MANDATORY QUESTIONS

Successful Vendors are required to fully answer all questions in the order listed below.

H.1 *Distribution*

H.1.1 For certain Participating States, there will be a requirement for the distribution of State ordered equipment to be installed, serviced and billed through local dealers only. Please describe your capability to meet this requirement on a State by State basis, including a full list of all dealers that fit the definition of local dealer. Additionally, provide color coded coverage maps of the local dealer coverage (green color coded), expanded dealer coverage (yellow color coded) and non-local dealer coverage (red color coded) for each Participating State. The delineation of the areas covered by the dealers should indicate the urban, rural and remote areas. For each Participating State, the Successful Vendor should be submitting three (3) maps at a minimum for the dealer coverage by category (local, extended local and non-local).

ANSWER:

H.1.2 Is there a limit to the number of dealer/agents you allow in a location? If so, how is that determined?

ANSWER:

H.1.3 What steps do you take to verify your local dealer/agents are satisfying the terms of their dealer/agent agreement with you?

ANSWER:

H.1.4 What process do you have for recognizing superior maintenance support by a dealer/agent?

ANSWER:

H.1.5 What process do you have for identifying and dealing with dealer/agent maintenance and service deficiencies?

ANSWER:

H.1.6 What steps do you take to assure that the training of your dealer/agent service staff is current?

ANSWER:

H.1.7 What is the certification process for your dealer's service technicians?

ANSWER:

H.2 *Pricing*

H.2.1 Given the anticipated growth of this contract, will the respondent provide additional discounts for the entire contract based on higher volume targets? If so, what are the additional discounts and at what volume levels?

ANSWER:

H.2.2 Does your proposal include an Upgrade/Downgrade option? If so please describe this option including: the minimum fleet size this option would be available to; the percentage of a fleet that could be upgraded or downgraded; and at what point within a lease or rental that this option would be available.

ANSWER:

H.2.3 Please describe any additional offered options.

ANSWER:

H.2.4 Describe you methodology for calculating the lease rate, the margin that will be guaranteed over the life of the contract and the published source that the rates are being indexed to.

ANSWER:

H.3 *Technology*

Successful Vendors are instructed to answer all questions as completely as possible and to indicate if any particular feature, capability or option is available on all equipment offered as well as the Successful Vendor's complete product line.

ANSWER:

H.3.1 Please describe your firm's proposed software offerings for each of the following categories:

H.3.1.1 Advanced Scanning Software

ANSWER:

H.3.1.2 Advanced Scanning Interface Software

ANSWER:

H.3.1.3 Simple Accounting Software

ANSWER:

H.3.1.4 Advanced Accounting Software

ANSWER:

H.3.1.5 Make Ready Software

ANSWER:

H.3.1.6 Production Management Software

ANSWER:

H.3.1.7 Any additional proposed offerings

ANSWER:

H.3.2 Can the proposed equipment print in a dynamic or fixed naming environment?

ANSWER:

H.3.3 Can the proposed equipment's SNMP broadcasting be turned off?

ANSWER:

H.3.4 Can the meter reading process be automated through an electronic means? If so, please describe.

ANSWER:

H.3.5 Does your proposed equipment have a universal print driver? If so, please describe this driver and any advantages it offers as well as any loss of copier functionality.

ANSWER:

H.3.6 Please describe your equipment's secure print capabilities/functionalities including secure virtual mailboxes.

ANSWER:

H.3.7 Does the proposed equipment have a network device monitoring system? If so, please describe the software's capabilities to perform Meter Reads, Active Alerts (Error Codes, Low Consumable Levels, etc.), device installation, device management and device monitoring across the entire fleet (where connected to a network).

ANSWER:

H.3.8 Does your equipment possess the ability to disable features individually (e.g. scan to e-mail) on the local control panel and/or through the network administrator controls?

ANSWER:

H.3.9 Please describe the proposed equipment's security features and options including:

H.3.9.1 Network Connectivity Kit

ANSWER:

H.3.9.2 Hard Drive Security Kit

ANSWER:

H.3.9.3 Network Security Kit

ANSWER:

H.3.9.4 Power Protection Unit

ANSWER:

H.3.9.5 Any additional proposed offerings

ANSWER:

H.4 Reporting

H.4.1 Please describe your proposed reporting.

ANSWER:

H.4.2 Please describe the collection methods for the reporting data.

ANSWER:

H.5 Environmental

Please describe the following Environmental initiatives for the proposed equipment and Corporate Policy.

ANSWER:

H.5.1 End of use disposition policy for equipment.

ANSWER:

H.5.2 Environmentally responsible manufacturing including: Use of recycled materials, zero carbon emissions initiatives, zero waste initiatives, use of remanufactured components and other initiatives not previously covered.

ANSWER:

H.5.3 Environmentally responsible operation of equipment including: low energy usage, ozone emissions, recycling of toner products and other initiatives not previously covered.

ANSWER:

H.6 Accessibility

H.6.1 Please describe your proposed equipment accessibility features and optional accessories for the following accessibility categories:

H.6.1.1 Vision Impaired

ANSWER:

H.6.1.2 Hearing Impaired

ANSWER:

H.6.1.3 Mobility Impaired (including Handicapped/Wheelchair Accessibility)

ANSWER:

Attachment I

PRICING SCHEDULE

Note: there are four (4) worksheets in each document:

**List Pricing
Discount MSRP
Service-Supplies Pricing
Leasing Rates**

One (1) spreadsheet for each of the five (5) groups:

Group A Pricing Sheets



Pricing Sheets -
Group A.xls

Group B pricing Sheets



Pricing Sheets -
Group B.xls

Group C Pricing Sheets



Pricing Sheets -
Group C.xls

Group D Pricing Sheets



Pricing Sheets -
Group D.xls

Group E Pricing Sheets



Pricing Sheets -
Group E.xls

*If you have any issue in opening this document, please contact
Nevada State Purchasing Division at (775) 684-0170
or srvpurch@purchasing.state.nv.us*

Attachment J

Reporting

State Usage Political Sub Usage



Reporting Sample -
Periodic Usage.xls

Please note: there are two (2) worksheets in this document:

State Sales Political Sub Sales



Reporting Sample -
Periodic Sales.xls

Please note: there are two (2) worksheets in this document:

*If you have any issue in opening this document, please contact
Nevada State Purchasing Division at (775) 684-0170
or srv_purch@purchasing.state.nv.us*

(This space left intentionally blank)

Attachment K

SAMPLE SCORE SHEET STATE OF NEVADA, PURCHASING DIVISION RFP 1715 Multifunction Copiers and Related Software ~ WSCA Opening Date February 4, 2009 @ 2:00 pm

VENDOR NAME: _____

Evaluator Initials: _____

Item	Evaluation Criteria	Weight	Score (1-10)	Revised Score (1-10)
1.	Demonstrated competence/experience in performance of comparable engagements			
2.	Technological merits			
3.	Environmental and accessibility merits			
4.	Ability to service the contract.			
5.	All-encompassing approach to proposed equipment, software and services			
6.	Conformance with the requirements, terms and conditions of this RFP			
7.	Pricing			

After reading vendor proposals, assign a score for each criterion above between 1 and 5, with 1=Poor and 5=Excellent. The Revised Score column should be left blank until the scheduled evaluation meeting.

Below is a brief description of the issues related to each factor.

1. Demonstrated competence/experience in performance of comparable engagements. Did the vendor provide sufficient data to convince you that it will do a good job for the State? Was the proof compelling? Are you confident that this vendor has the knowledge, skills and abilities to perform all its tasks well? Will the vendor's resources be adequate to serve the State's needs? Does the vendor

suggest new ways to enhance performance? Does the vendor have the flexible capacity to handle all the needs of the State as they continue to change? Did the vendor present sufficient performance history to convince you of its ability? Has the vendor been in business long enough to provide good stability? Has the vendor experienced ownership changes that would impact its services? Has there been any censure or litigation history? (During the evaluation period, State Purchasing shall provide reference responses to questionnaires.)

2. Technological merits. Has the vendor demonstrated technological capabilities that answer each of the elements within the RFP? Does the vendor have sufficient or advance security features? Can the vendor handle multiple networking environments? Can the vendor accomplish automated meter readings? Does the management of the equipment seem logical and easy for IT staff?

3. Environmental and accessibility merits. Does the vendor have an environmental plan for manufacturing, operation and end of life disposition? How does this compare to other vendors? What are the vendor's accessibility options? Do these options cover all accessibility categories? How do they compare to other vendor's options?

4. Ability to service the contract. Does the vendor have sufficient dealers to service the contract in each State? Does the vendor have the ability to monitor their dealer's quality of service levels? Does the vendor have an extensive training and dealership qualification program? Can the vendor accommodate Local Only dealer specifications? How does the vendor's dealer program compare with other vendors? What is the vendor's reporting capabilities? What is their process of collecting the reporting data?

5. All-encompassing approach to proposed equipment, software and services. Does the vendors technological and software offering extend to their entire product line? Is their environmental and accessibility offering across their entire product line? How does this compare to other vendor's product lines?

6. Conformance with the terms of this RFP. Did the vendor's proposal provide all the necessary information requested in the RFP in a professional manner? Did the proposal cause doubt regarding its ability to complete the necessary tasks? Was the proposal easy to understand and did it provide answers to questions, or create more questions? Is the vendor proposing a Service Level Agreement with penalties and how does this compare to other vendors?

7. Pricing. Although an averaged cost will be calculated for comparative purposes based on actual fleet usage numbers, the committee will still need to evaluate the additional costing items. Are the additional items reasonable in cost? Is the State receiving good value for its dollars? Do the fees for these items appear to be in line with other Vendors?

(This space left intentionally blank)

Attachment L

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____ Date: _____
(Signature of Official Authorized to Sign Application)

For: _____
Name of Independent Contractor

Title of Project

This document must be submitted in the
"State Documents" section/tab

Attachment M

LIST OF FEDERAL LAWS AND AUTHORITIES

ENVIRONMENTAL:

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

ECONOMIC:

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

SOCIAL LEGISLATION

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

MISCELLANEOUS AUTHORITY:

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



SUBJECT: No. 1 to Request for Proposal No. 1715

DATE OF AMENDMENT: January 15, 2009

DATE OF RFP RELEASE: December 3, 2008

DATE AND TIME OF OPENING: February 4, 2009 @ 2:00 p.m.

AGENCY CONTACT: Lyn Callison, Purchasing Officer

The following shall be a part of RFP No. 1715 for **Multifunction Copiers & Related Software**. If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

1. We understand that WSCA cannot provide a forecast of potential purchases/rentals during the term of the proposed Contract. However, is it possible to provide historical data regarding quantities of equipment purchased or leased (by equipment group) by the Participating States during the past three years?

WSCA has been operating under the estimate of a total Contract value of \$500,000,000 based on 50,000 units over three years. The State of Nevada will not be able to releasing the historical reporting that has been received to this point. As the reporting will be utilized to weight the pricing received from Vendors, the reporting is Subject to the restrictions under Nevada Revised Statues (NRS)333.335(4):

“4. The chief of the using agency, the Chief of the Purchasing Division or the committee, if a committee is established, shall determine the relative weight of each factor set forth in subsection 3 before a request for proposals is advertised. The weight of each factor must not be disclosed before the date proposals are required to be submitted.”

2. Mandatory Question 1.1 states that certain Participating States will require distribution of equipment "through local dealers only". Our production printing systems are sold directly (by the manufacturer) and through a single national reseller. For our color production equipment, only the manufacturer is authorized to provide service. Can you provide the list of participating states that require a "local dealer"?

The use of local dealers only will be determined at the time that an individual State signs their Participating Addendum. If a Vendor cannot provide a local dealer option at all or across only certain equipment groupings, this information should be noted within their proposal.

3. Section 5.4.5.2 requires that vendors offer all of the leasing alternatives listed in that section. It is our opinion that short term rental arrangements are not within industry practice for production equipment -- due to the equipment and installation costs associated with that equipment. In addition, there does not appear to be a place in the pricing sheets to provide short term rental rates. Will this Section of the RFP be amended to remove short term rentals from the mandatory financial vehicles required for Groups C and D equipment?

The financial requirement for Short Term Rentals will no longer apply to Groups C, D and E, however this may be offered as an option.

4. In Groups C & D, most manufacturers of this type of equipment also have products with higher speeds than those for Segments C3 and D3. Do we correctly understand that the winning vendor will be permitted to add higher speed equipment to the Contract?

Additional equipment may be allowed, after the contract has been approved by the WSCA Board of Directors, through the approval of the WSCA Contract Administrator, however, the segments do have upper limits of speed.

5. Can you provide this RFP in Microsoft Word?

The Microsoft Word version of the RFP is available at the State of Nevada, Department of Administration, Purchasing Division website at <http://purchasing.state.nv.us/services/1715.doc>

6. For Group E – Wide Format Copiers, are you requesting that the scanning and plotting capabilities of these Wide Format Copiers are black and white or color?

This group has not been limited to B&W or Color.

7. In section 5.2.1.8 should it read "Group E Minimum Available Options"? It currently states "Group C".

Yes

8. On Page 37; Part IV: Confidential Information: The instructions state that this section should contain info identified in Section 6.9.4. Should it be 9.1.9.4?

This reference should be 6.1.9.4

9. I would also like to know if you have any requirements for procuring from Small Business's to include Veteran Disabled Business's?

The State of Nevada does not, however other states may and those requirements would be incorporated into the respective state's participating addendum.

10. Can a political Subdivision choose to use the WSCA contract if their home state has not signed a participating addendum?

In the State of Nevada, the response is yes. Other states would depend on their particular laws. In all cases subdivision participation, where the respective state has not signed a participating addendum, requires approval by that state's chief procurement officer and the WSCA directors.

11. How many awards are anticipated per segment?

WSCA does not have an award target for this solicitation.

12. We assume we will negotiate other states specific terms and conditions after Nevada WSCA Contract selection and those new negotiated T&C to become affect once Participating addendum signed for that additional state(s).

Yes.

13. To help us insure service and sales support, please list all locations (cities and towns) within each state listed on page 65 where products might be installed.

As this listing would include all cities, towns and townships in all states listed in Exhibit F, WSCA will not be able to answer this question.

14. Current State of Nevada includes Purchase contract. Will there be no outright Purchase vehicle available on this new contract?

This will be determined at the time of the Participating Addendum.

15. Are proposing vendors responsible for filled out Attachment F in the response.

No.

16. Page 3 - 1.4 Are clones (private labels) going to be allowed? If so how will you ensure multiple awards/pricing will not be issued for the essentially same device?

Question 1: Yes.

Question 2: That is not part of this solicitation.

17. Page 5 - 1.16. What elements of the contract will make up this Administrative fee? How will this fee be paid?

Question 1:

The Administrative fee is based upon:

1. **The sales of all equipment and software (including leases);**
2. **Service and supplies billings;**
3. **Equipment Short Term Rental revenue stream and;**
4. **Cancelable rental revenue stream.**

Question 2: The Administrative fee is to be paid quarterly by check directly to WSCA with a copy sent to the State of Nevada Purchasing Division.

18. Page 10 & 11 Please clarify how FMV Lease, Operational Lease and Non Cancelable Rental pricing vehicles differentiate from each other. We are not clear based on the multiple references to these pricing options in the RFP.

The key differences between the three types of operational leases are the end of term options:

- **Fair Market Value Lease – The Customer may purchase the equipment at the end of the term at the then Fair Market Value.**
- **Operational Lease – The Customer may purchase the equipment at the end of the lease for a fixed dollar amount (or percentage of the original funding amount).**
- **Non Cancelable Rental – The Customer may not purchase the equipment at the end of the initial, or any subsequent renewal, term.**

19. Page 10 & 11 How will you monitor the depreciation reduction rate upon renewals?

The depreciated value must be disclosed at the time of the renewal.

20. Page 17 - 5.1.5 Does “pricing structure” refer to an equal lease/rental cost as the product to be replaced?

The pricing structure will be dictated by the purchase price determined from the discount from MSRP. Lease and rental pricing will be dictated by the quoted leasing and rental rates applied to the purchase price.

21. Page 17 - 5.1.6 Please clarify how will you accomplish testing, inspection, acceptance? What criteria will be used?

This will be determined by each Customer. This clause is meant to prevent the initiation of a lease or rental prior to the underlying assets being operational at a Customer location.

22. Page 19 - 5.1.11 Please confirm that the fund out clause is intended to take place at the end of each fiscal year and prior to the beginning of the new fiscal year.

The funding out clause listed in 5.1.11 is meant to be exercised at the point that "the Customers funding from local, State and/or federal sources is not appropriated, withdrawn or limited". This may occur at the end of a fiscal year or at any other point during the year.

23. Page 20 - 5.2.1.4.5 Paper size says 11 x 14? Is that a typo? Should it say 8.5.x 14 or 8.5.x 11?

8.5" x 14".

24. Page. 20 - 5.2.1.3 States all copiers must maintain a Scan speed as defined within RFP from ADR or separate scanning stations within 66% of the rated speed of the marketing engine. How would this relate to the Scan File Size? Further is there an expected speed or percentage of rated speed network printing should maintain?

Question 1: Within this solicitation there is no correlation between scan speed and scan file size.

Question 2: No.

25. Page 26 - 5.4.5.1 Our leases are structured such that a fix rate for the term is most favorable. My we submit a fix rate with explanation.

Vendors may propose this as an exception.

26. Page 27 - 5.4.5.6 Please define what is meant by offering a coterminous lease in this environment. Are you looking for this option to be available for a specific given situation?

The Successful Vendor must offer lease terms that allow a Customer to add additional accessories, equipment or software that would terminate at the same point as the main fleet.

27. Page 27 - 5.4.5.5 Are there any volumes associated with a Cost Per Copy offering?

The "Cost per Copy" program as described in 5.4.5.5 is meant to define the methodology for pricing programs that include service, supplies, equipment and software into one cost per impression. As part of this equation is the inclusion of a base number of impressions. It is not the intention to dictate the base number of impressions but to allow these types of programs while protecting both the Customer and any Successful Vendor.

28. Page 27 – 5.4.5.9 Are you referring to software and accessories at the time of acquisition or added sometime during the term?

Both

29. Page 28 - 5.4.6.9 How will you evaluate the pricing options that include volume plans as there are no volumes provided for the different segments which makes an apples to apples comparison impossible.

The comparison will be accomplished from the zero base rate against historical data.

30. Page 31- 5.6.4.2 To what product groups are you referring?

Groups A and B

31. Page 34 – 6.1.9.3 Please define "key staff".

Key staff as it relates to the WSCA (overall) contract and Participating Addendum for the States listed in Attachment F.

32. Page 81 – H.1.1 Rather than color coded maps regarding distribution coverage, would it be acceptable to provide coverage lists for each participating state broken out by county/city.

Yes.

33. Page 84 – H.4 Are you referring to the requested reports contained in throughout the RFP?

Yes as well as any additional reporting capabilities.

34. Does the Master Service Agreement apply to the contract itself or does it also apply to the leases under which an order is placed.

Both, as well as the RFP, the RFP response and Participating Addendum.

35. What equipment/segments will be required to be demonstrated as proof of concept during the testing phase?

Only equipment in Groups A and B will be tested. Those Vendor's short listed will be subject to this testing and then within engine groupings. For example, if segments 3 and 4 are essentially the same unit with only a speed difference, these units would be tested with the faster of the two segments (Segment 4 in this case).

36. Each New Year brings organizational, product, and economical changes to organizations. This is particularly true for the 2009 business climate. With this said would you consider extending the due date to allow us to insure all our business changes are properly and positively incorporated in our response.

No.

37. Based on our extensive experience in fleet optimization, we have found less than 5% of all printing requires 11x17. MFPs which have 11x17 as a standard are considerably more expensive (3x -4x). In the best interests of the participating states, may vendors be allowed to bid both A4 (legal) and A3 (11x17) devices for appropriate segments?

No, Vendors must select one device per segment to propose.

38. Please confirm paper sizes in Section 5.2.1.4.5 .

Please refer to question 23.

39. In section 3.25 the table refers to Segments E1 and E2 with speed noted in Linear Feet Per Minute (LPM).

Group E- Wide Format Copiers	
Segment	Speed in Linear Feet Per Minute (LPM)
E1	2 to 6
E2	7 to 15

Please note that we respectfully wish to inquire about this LPM requirement. This is new to our company as the wide format manufacturers standard for productivity is based on D size prints per minute. Is it possible to change the LPM to D size prints per minute in alignment with the accepted industry standard?

Yes, so long as a method to convert this figure to linear feet is included.

40. 4.9 States that MSRP must be a published figure with Buyers Laboratory Inc (BLI). We would be pleased to provide discount pricing based on the MSRP in BLI if available. I spoke to the Vice President of Sales for BLI today and they do not have all the current models from us listed. BLI is actively expanding their knowledge base and data in reference to wide format products and we would be happy to assist them with our information. In the interim, would it be possible to provide the published MSRP list from us as the discount from MSRP reference?

Yes, for situations where BLI has not yet listed a copier's MSRP. As long as the figure is certified by a company official authorized to obligate the Vendor.

41. 5.2.1.8 Notes Group C Minimum Available Options – All Group E copiers must have as optionally available accessory, the following options: Network Connectivity and Additional Paper Drawers. Is this a Group C or Group E reference? If it refers to Group E, can the requirement be stated as additional rolls?

Question 1: This is a Group E reference.

Question 2: Yes.

42. 5.2.4 Paper Specifications – Successful Vendors shall guarantee that all of their equipment is able to use the 100% PCW recycled content paper and is able to accomplish 100% duplexing with 30% PCW without maintenance problems. Can this be amended to state that duplexing is not a requirement for Group E products? There are not any wide format printers that support duplexing.

This term and condition is amended to read:

“Successful Vendors shall guarantee that all of their equipment is able to use the 100% PCW recycled content paper and is able to accomplish 100% duplexing (except Group E) with 30% PCW without maintenance problems.”

43. 5.4.6.5 Pricing, Service Supplies Inclusions – All Group E service and supplies pricing is to be presented in a Cost per Linear Foot basis. There is only one copier manufacturer that prices service on Cost per Linear Foot basis all other LED wide format manufacturers offer Cost per Square Foot because it lowers the service cost to the customer and is a more accurate product usage measurement. Please consider the following examples:

Cost	
Square Feet	0.02
Linear Feet	0.06

22 X 34	Portrait	Cost	Landscape	Cost
Square Feet	6 Sq Ft	0.12	6 Sq Ft	0.12
Linear Feet	2 Ln Ft	0.12	3 Ln Ft	0.18

30 X 42	Portrait	Cost
Square Feet	9 Sq Ft	0.18
Linear Feet	4 Ln Ft	0.24

If the WSCA prefers Cost per Linear Foot, we will honor your request and provide this program. We would like to inquire if there is a possibility to provide service and supplies based on a Cost per Square Foot basis? Please note that toner supply yields within the wide format industry are stated in square feet as well.

Please refer to question 39.

44. 5.5.5 The Successful Vendor will maintain an environmental performance plan and goals including an existing pollution prevention plan and environmental justice policy. We wide format printers and systems feature many earth conscientious aspects including 100% toner efficiency with no waste toner. Can the WSCA provide additional information regarding the expectations/requirements for:
- a. Environmental performance plan
 - b. Existing pollution prevention plan
 - c. Environmental justice policy

As there are extreme variances within these areas between countries, regions and states, WSCA will not be further defining these areas.

45. 5.4.5.1 All lease factors quotes must be quoted as a decimal multiplying factor in such a manner that the purchase price may be multiplied by the lease factor to arrive at the resulting monthly payment including any taxes that are the responsibility of the Successful Vendor. Should this read “the responsibility of the Customer”? The vendor is not typically responsible for taxes on leased equipment. Are there any state agencies or affiliations that would not be exempt from taxes?

Question 1: Tax liability resides with the ownership of the underlying leased asset. The ownership of any asset resides with the lessor until the end of the lease when the asset may pass to the ownership of the lessee (if at all). As such, the liability for payment of taxes lies with the lessor.

Question 2: Each state varies on the issue of taxable status of the State and political subdivisions. If the State is not exempt from taxes, then the appropriate taxes will be added via the state's participating addendum as an additional cost. If the State is exempt for taxes then the lessor must account for the cost of the tax liability within their lease rate.

46. Page 4, 1.8 With the Lease companies' positions at this current time, is WSCA willing to allow awarded Vendors an adjustment in lease rate factors if documented based on Government standards for years four and five? Lease companies are currently changing their factors on a monthly basis

Please refer to 5.4.5

47. Page 11, 3.11 Is WSCA stating that, as an example, A manufacture produces a machine that another manufacture uses in its product line that it's name has to remain on that piece of equipment even though that vendor who is private labeling it is selling it under their name?

No. 3.11 Allows for Vendors to use private labeled equipment within their proposed equipment line. Vendors may propose software, however, that is manufactured and marketed by a third party.

48. Page 16, 4.2. Doesn't this contradict pg11, 3.11?

No. 4.2 further clarifies that all proposed equipment must be branded with a Brand of the Vendor.

49. Page 31,5.6.4.3 It isn't clear as to if WSCA or an individual State wants the bidder to include a cost if the Hard Drive is returned after securely erasing the material it deems confidential. This could be an additional cost to a vendor's proposal. Could you please clarify WSCA's position?

Yes, this could be proposed as an additional cost.

50. Page 7, Item 3.3-Cancelable Rental-Do vendors have to respond to all acquisition plans in order to be found responsive?

Yes, as per section 4.8 and NRS 333.333.

51. Page 10, Item 3.8 Fair Market Value Lease/Operational Lease/Non-Cancelable Rental-Please explain exactly what acquisition plans you are looking for? FMV lease and Operation Lease (cancelable and non-cancelable)? Are there any others?

These various leasing options allow for the various limitations that states require for financing. The key difference between these three methods of leasing is the end of term disposition:

- ***Fair Market Value leases may be bought out at the end of the lease for the then fair market value.***
- ***Operational Leases may be bought out at the end of the lease term for either a percentage of the purchase amount (listed on the lease at the inception) or a fixed dollar amount (determined at the inception of the lease).***
- ***Non- Cancelable rentals may not be bought out at the end of the lease term.***

52. Page 16, Item 4.10 "All pricing must be FOB destination regardless of state. Please change this to exclude Hawaii (and Alaska if joining). All vendors will have to add in costs to their contiguous states to absorb the extra cost involved in shipping equipment to Hawaii or Alaska.

No.

53. Page 16, Item 4.8 –Successful vendors must quote leasing and rental rates for FMV, Operational, non-cancelable rentals, Capital Leases and Cancelable Rentals. In these volatile financial times, will a vendor be able to adjust their rate during the contract? It would appear that on page 17, Item 5.1.3.2 where vendors are required to put up to date lease rates on their web site that adjustments are allowed.

Please refer to section 5.4.5 of the RFP.

54. Page 16, Item 4.3-Vendors are to express service and supply programs as a cpc. Are vendors permitted to charge monthly minimum copies?

Yes. Please refer to section 5.4.6.9 of the RFP.

55. Page 17, Item 5.2.5 End of Term Notification-states that vendors must notify a customer in writing, 90 days prior to the end of any financing term. Would a 60/30 and 10 day interval notification be acceptable?

Vendors may propose this as an exception.

56. Page 23, Item 5.2.5 Warranty. In reading this, it appears as though the warranty is for defective or failing parts. Parts that are simply used beyond their useful life during this period would be excluded. Please confirm.

Yes.

57. Page 24, Item 5.3.5 Service Level Agreement- States that successful vendors must provide a SLA as part of their proposal. Do we provide this with our bid, or only upon award?

Submit as part of the RFP response by the Vendor.

58. Page 26, Item 5.4.5.2.1 States that successful vendor must offer coterminous lease and rental terms between the lowest and highest terms defined above. Are vendors allowed to list lease rates in monthly intervals—i.e., a 24, 25, 26 Month lease rate to accommodate add on accessories or equipment? If not, please explain. Vendors must have a guaranteed lease period in order to quote a price.

Yes.

59. Page 27 Item 5.4.5.3 States that the termination charge does not include more than 25% of the remaining term or 4 months, whichever is less. Can a vendor charge the remainder of the term as a cancellation for the equipment portion?

Yes. The limitation on the termination charge refers to the “service and supply base” charge only (please refer to section 5.4.5.3 of the RFP lines 3, 4, 5 and 6).

60. Page 27, Item 5.4.5.8 state that vendors may offer upgrade/downgrade options. Is a vendor required to offer this option?

No.

61. Page 27, Item 5.4.5.9 states that accessories and software must be coterminous with the copier’s term. Can a vendor quote variable lease terms—i.e. 24, 25, 26, 27 ...etc month terms to accommodate coterminous add ons?

Yes.

62. Pg 27, Item 5.4.6.2 States hat service excludes toner. Most maintenance plans include toner. Can a vendor include the toner in their service plan and still be found responsive?

Section 5.4.6.2 of the RFP describes the parts that a technician will be installing as part of the service and supplies charge: “5.4.6.2 Service pricing must include technician installed parts with the exception of paper, staples and toner”.

63. Page 28, Item 5.4.6.10 states that for participating states that want moves as part of their price, we can add on to our service and supply rates. This would be a nightmare to administer as we would be paying different servicing locations to do the moves. It would be easier for the vendor, and more cost effective for participation states for vendors to quote a separate move charge when and if needed.

The State does not perceive a question within this statement.

64. Item 5.4.7.4. Please remove the annual reconciliation. Servicing entities cannot wait 1 year to be compensated for service and supplies.

Section 5.4.7.4 states: "Annual reconciliation may only be utilized by a Customer, if the Customer is committing to a base number of impressions in excess of 80% of their historical average." There is no program that would require Servicing Entities to wait a year to receive any compensation for service and supplies. Further, there is no Mandatory Requirement for Vendors to accept this term and condition.

65. Page 29, Special Promotions- If a vendor offers a special promotion for one particular state; do we have to offer it to all of WSCA?

Yes.

66. Page 30, Item 5.5.2 Recyclable toner containers. Our toner containers are HPE 2 plastic, and can be recycled through normal consumer recycling. Please remove the requirement that we must pay to have the containers returned to us. This is not cost efficient, and increases pollutants in the air as these containers are shipped back via truck or air.

Vendors may propose this as an exception.

67. Page 39, Item 9.17 Licensing requirements. Are vendors expected to be familiar with the licensing requirements of each participating state? Can you provide us with this information in an easily accessible, one location area?

No. It is expected that the dealers would be properly licensed in the appropriate State prior to be listed as a dealer under a Participating Addendum.

68. Page 42, Item 11.19-States that's an official of each proposed subcontractor must signs a statement that they have read and will agree to abide y the awarded vendor's obligations. Our dealers our already legally bound to abide by the terms of our contracts per their dealer agreements. This would be a monumental task to get agreements from each dealer for all participating states. Please remove this requirement. The contract vendor is responsible for making sure that their subcontractors abide by the terms of their contracts.

No. This is a requirement of the State Nevada only and will be addressed at the time the Nevada Participating Addendum is signed. This would only apply to subcontractors in other Participating States after the Participating Addendum have been executed if required by that particular state.

69. Page 66, Assignment-states that this participating state will not allow assignment without prior written approval. Is payment for the WSCA contract assignable? If so, then participating states would have to allow the assignment of the payment without condition. This in no way, effects the contractual obligations of the vendor.

Page 66 contains the Terms and Conditions unique to the Commonwealth of Kentucky only.

70. Page 67-Participating State requirements. Some states appear to require additional documents from the vendor. Do we have to provide these with our bid, or upon award?

This will need to be addressed at the time of the individual state's Participating Addendum.

71. Page 79, Item 1.6.3 Invoicing-States that this participating entity can charge \$50 per instance of untimely invoicing. Can a vendor take exception to this because of the administrative burden it places upon us? This contract will be an automated bill for all customers, and it is an administrative nightmare to have some entities take a credit (which we would have to review) and others not to have this same penalty. Can we take exception to this requirement and still be found responsive?

Yes, but all exceptions will be scored accordingly within their respective categories.

72. Page 85, Price Sheets-When you open these and then save them, they save as word files, not excel. Please correct.

If you have any issue in opening this document, please contact Nevada State Purchasing Division at (775) 684-0170or srvpurch@purchasing.state.nv.us

73. Price sheets-Attachments A-E- On all of these sheets you have us put one discount per segment for the main body and then another discount for all accessories. Will you allow vendors to put a range of discounts instead? We ask this because we can offer better discounts on same main bodies in a segment than others. The same would apply for accessories. We can offer better discounts on some accessories over others.

This may be addressed post award.

74. Page 11 3.12 Newly Manufactured- "Currently Marketed," shouldn't this read "currently in production,"

No.

75. If remanufactured equipment is such a desired category, make it a separate classification. New machines should consist of ALL NEW PARTS, and Remanufactured machines may contain remanufactured parts. Additionally, how is WSCA going to police this requirement?

WSCA will periodically audit this requirement.

76. Page 15 3.26 Working Days – Please add Federal Holidays.

No.

77. Page 16 5.1.2 Dealers/Distributors - the Awarded vendor is responsible to WSCA for performance standards, we suggest that this situation should be at the discretion of the awarded Manufacturer and the Participating Contract Administrator, jointly, to determine who is best suitable.

No.

78. Page 18 5.1.9. Participating Addendum - Can the awarded Manufacture negotiate these and other additions to the to the addendum state's award?

Yes.

79. Page 19 5.1.11 Termination for Non-appropriation – It should be stated that in the event of the exercise of the funding out clause, no competitive replacement equipment may be acquired, rented, or leased for the remainder of the fiscal year. If funding is restored the agency must use the vendor they cancelled unless the vendor releases them from that obligation.

Vendors may propose this as an exception.

80. Page 20 5.2.1.4.5 Unites States standard paper sizes do not include 11X14 inches please remove

Please refer to question 23.

81. Page 16 - 4.8 Are you going to be asking for a Lease Rate quote on all of these options? We typically do no except Cancelable and short term rentals.

Yes, except as noted in the response to question 3.

82. Page 17 - 5.1.4 Will we be required to give 90 day notice to Customer?

Yes.

83. Page 27 - 5.4.5.8 Will an Upgrade and Downgrade option be offered to the customer, if so what % of the fleet?

Vendors may offer an upgrade/downgrade option. The percentage of the fleet that this option is available to would need to be determined by the vendor within their proposal (see Section H.2.2).

84. Page 29 - 5.4.7.4 & Page 35 - 8.2 what will be the reconciliation for overages and who will bill as well as lease, and maintenance?

This will be negotiated by the Successful Vendor and the Customer if not addressed by the Participating Addendum.

85. Page 49 - 4 how will cancelation of this contract affect the remaining term of all leases and non-cancelable rentals that have not reached maturity yet?

The cancelation would not affect existing placements (see section 5.1.12 of the RFP).

86. Page 50 - 14 Poli subs. We reserve the right to credit underwrite certain political subdivisions. Is this ok?

This will need to be addressed at the time of the individual state's Participating Addendum.

87. Page 51 - 21 Will We provide standard performance guaranty for cancelation (termination) by contractor default?

This question does not seem to be directed to WSCA or the State.

88. Page 64 – Will we be required to provide casualty loss insurance during the term of the leases/rentals?

This will need to be addressed at the time of the individual state's Participating Addendum.

89. Page 73 - Will Visa card be allowed as a form of payment for Leasing?

This will need to be addressed at the time of the individual state's Participating Addendum.

90. Under Section 1.1, please specifically define "qualified manufacturers" as well as who is qualified as a Vendor? There is conflicting information based upon the definition of "Manufacturer" in Section 3.11, the statement in Section 1.4 Definition of "Vendor," and Section 11.2 as well as elsewhere in the solicitation.

A Qualified Manufacturer would be a manufacturer that meets the requirements of section 4. A Vendor, for the purposes of this RFP is defined as an "Organization/individual submitting a proposal in response to this RFP". As there was no pre-qualification process and anyone may respond to this RFP (although such a response is subject to review under section 4) there is no additional qualification for the term Vendor.

Vendor, within this RFP, refers to an individual/organization that within other RFP's may also be referred to as Respondent or Proposer. The State of Nevada Procurement Division has standardized this term.

91. Regarding Section 1.3, how many total vendors will be awarded for Product Groups A & B? If awarded, will this include any and all Categories within Groups A & B?

WSCA will determine the number of awarded vendors, after the interviews have been concluded.

92. Under Section 1.3, with regards to "all other groups" (Groups C, D, & E), how many total vendors will be awarded for each of these Groups? If awarded, will this include any and all Categories within each of these Groups?

WSCA will determine the number of awarded vendors, after the interviews have been concluded.

93. Also under Section 1.3, please clarify or define the meaning of “including private labeled copiers” especially in consideration of “actual Manufacturer” as defined in the first sentence of Section 3.11 which can be understood by all.

Does this mean Ricoh-Manufactured Savin, Lanier, and other brands can be sold even though the Vendor is simply a Brand Name and NOT a Manufacturer? And/or that an Organization/Individual (Vendor Definition) as well as a State of Nevada Employee (11.2) can offer products as a “qualified manufacturer” or “qualified vendor”?

Section 3.11 of the RFP allows for private labeled copiers to be proposed, however this section also limits this to Vendors that also manufacture and design copiers. Vendors may propose private labeled copiers so long as: a) such private labeled copiers are branded with one of the Vendor’s brand names; and b) The Vendor, as a its primary business function, designs, assembles, owns the trademark / patent and markets multifunction copiers.

In the sample case provided, Savin and Lanier are brand names of Ricoh Corporation. Assuming that Ricoh Corporation was an awarded vendor; yes they would be able to sell additional brand names so long as the additional brand names are approved by the WSCA Contract Manager and the Participating State Contract Administrator.

Only if they qualify as a Manufacturer under 3.11.

94. Under Section 1.6.3 on the Evaluation Committee, which State(s) and whom is the evaluation committee comprised? Do all participating states get a single vote or, do some states represent more than a single vote?

Question 1: The states that comprise the evaluation committee are: Alaska, Kentucky, Nevada, South Dakota and Washington.

Question 2: The State of Nevada declines to disclose the individual members of the committee.

95. Please clarify what is meant under Section 1.11 exactly? Also would an awarded WSCA vendor not be selected by a participating State and why?

The resulting contract is a permissive contract. States may elect to not participate, limit participation or participate fully. There are many of reasons why a State may limit their participation in the contract. Additionally, awarded vendors are under no obligation to accept additional terms and conditions from Participating States that are not disclosed within the RFP (or have exceptions submitted by the Vendor during the RFP response).

96. Under Section 1.16, please define the term "total sales" for payment of the administrative fee?

Please refer to question 17.

97. Under Section 1.16.2, please confirm that the ONLY Price to be displayed to WSCA Directors, States, Managers, & Customers is to be the Vendors offered Price inclusive of the .5% Administrative Fee.

The pricing displayed to the WSCA Directors should be inclusive of the WSCA Administrative fee of 0.5%. As each Participating State, may levy an additional administrative fee onto the price, the pricing would be specific to each Participating State.

For example, if State A levies an additional 0.5% administrative fee and State B does not levy any additional administrative fee the resulting pricing that would be displayed for each party in this example would be:

WSCA Directors: Bid pricing (inclusive of the WSCA Administrative Fee)

State A: Bid pricing (inclusive of the WSCA Administrative Fee) plus the additional State administrative fee of 0.5%

State B: Bid pricing (inclusive of the WSCA Administrative Fee)

98. Under Section 1.16, what are the specific functions of the Ascher Consulting Group during and after the award of this RFP? On what basis is the Ascher Group compensated?

Question 1:

The Ascher Group (in section 1.17) has the following duties as per their contract throughout the RFP and award process:

- *Consulting during the RFP Process*
- *Assist with Contract Negotiation*
- *Assist with Participating Addendums*

Question 2: The Ascher Group is compensated on a flat consulting fee basis.

99. Under 1 Acronyms/Definitions: the definition of "Vendor is an organization/individual submitting a proposal in response to this RFP. " If this is to be a Manufacturers ONLY bid as defined in Section 3.11, what Organization(s) or Individual(s) would meet this criteria to participate in this RFP?

The RFP does not limit who may respond.

100. Is there a "specific" DoD or Common Criteria Standard to be required under Section 3.6.12?

Please refer to questions 182 and 200.

101. Under Section 3.9, First-Time Fix: How does this apply to service issues that are the result of Operator use and or abuse of equipment?

It would not apply.

102. Regarding Section 3.8, will Evaluation Points or some form of Award Criteria be set to place differing values on differing types of Dealers?

This will be dealt with under the "Ability to Service the Contract" criteria as well as within the resulting Participating Addendum.

103. Section 3.11 Manufacturer definition: As asked on Section 1.3, and when combined with the definition of Vendor, will the actual definition of Manufacturer, in Section 3.11, now mean an Organization or Individual that can provide equipment under their respective brand name or as a Authorized Dealer for equipment that they have actually designed, trademarked, and patented but, was assembled by another firm?

Please refer to question 93.

104. Section 4.1: As questioned in 1.4 and 3.11, is this truly a Manufacturer ONLY bid that is defined as "a company that, as its primary business function: designs, assembles, owns the trademark/patent and markets multifunction device equipment? Or is this to be an "organization/individual submitting a proposal in response to this RFP" (Vendor Definition) with "private labeled" equipment?

Please refer to question 93.

105. Regarding Section 4.1, does this mean that a Manufacturer may only submit one response while the organization/individual may submit multiple responses that are individual based upon each manufacturer that they represent?

Vendors may only submit one response.

106. Section 4.9: Is it WSCA's intent that Contract Participants see ONLY the Manufacturers Suggested Retail Price (MSRP) and the respective Discount Percentage rather than the actual cost of the item to a customer? How does a Manufacturer then state and/or display the Sale Price that is inclusive of the WSCA Administration Fee?

No.

107. Regarding Section 4.9, please allow two (2) pricing methods: 1) discount from MSRP and 2) Fixed Price (as done in the State of Washington bid as an example) because:

- The current pricing method (discount percentage from MSRP) does not accommodate the WSCA Administration Fee, and
- MSRP changes frequently: usually updated about every 90 days but may also change on a monthly, weekly, or even a daily basis.

No. If the fixed price is not based on some discount, a Successful Vendor could bid one segment, discontinue the item and then raise the price on the replacement. By requiring a minimum discount, WSCA is assuring that the pricing methodology will remain consistent.

NOTE: WSCA is adding two questions to Attachment H and revising the Attachment H –

H.2.5 How often is does the Vendor revise the MSRP of equipment and why?

H.2.6 Would the Vendor be willing to fix the MSRP of the quoted equipment over the life of the contract?

Please refer to question 251.

108. Section 5.1.2 Dealers/Distributors: This wording is problematic as there is no process for addressing and rectifying an issue; rather there is an opportunity for a State Administrator to base a decision upon other issues unknown to the Successful Vendor or act upon a personal impression rather than a documented issue. Further, there is the supposition that an Administrator can know the technical expertise and capability of a Vendor's dealer/distributor rather than to work with the Vendor in reviewing dealer alternatives and making the best possible decision. Please change this so that the Administrator involves the Successful Vendor and allows for an opportunity to cure any issues that might result in dealer/distributor removal.

Vendors may propose this as an exception.

109. Section 5.1.4 Trial or Demonstration Equipment: We respectfully suggest that a 30-day trial period is excessive and that this should be reduced to a maximum of 5 work days for a Trial or Demonstration.

Vendors may propose this as an exception.

110. Section 5.2.7 Warranty: We respectfully suggest that a 90-day Warranty and Extended Warranties be limited to equipment that is Purchased Outright as Lease and Rental units normally include some form of Service Contract or Cost-per-Copy Program that is inclusive of Toner.

The warranty program is not intended to replace a service program, but rather to address severe equipment issues from the outset.

111. Section 5.4.5.1 Financial institutions often index their lease rates on 2 year Libor SWAP rates. Please change this section to allow this alternative indexing.

No. As not all financial institution index their lease rates to Libor. Vendors may propose this as an exception.

112. Section 5.4.6.1 regarding Training Schedule and divided training: In rural areas, this is an excessive expense to Vendors where the drive-time may exceed the time spent providing the training. Therefore so long as the total hours are met over a specific amount of time from the date of install, couldn't this be a decision that is left to the Customer and Vendor working together?

Vendors may propose this as an exception.

113. Under Section 5.6.4.2: As with Section 3.6.12 (Question 11 above), is there a "specific" DoD or Common Criteria Standard to be required here?

Please refer to questions 182 and 200.

114. Section 5.6.4.2 Removable Hard Drives: As proven by Los Alamos National Laboratories press clippings and elsewhere over the years, Removable Hard Drives have the ability to walk away and, at a higher expense to the customer. Therefore, please allow Vendors to provide a simple Flat Cost to Customers for the removal of a Hard-Drive and placing it in the customer possession for whatever Cleansing or Disposal process that they internally practice?

Please refer to question 49 and note that these are technician removable hard drives as per Section 5.6.4.3 of the RFP.

115. Section 5.6.4.2 DoD "guideline" is mentioned again, as with Sections 3.6.12 (Question 11 above) and 5.6.4.2 (Question 24 above), is there a "specific" DoD or Common Criteria Standard required here?

Please refer to questions 182 and 200.

116. Section 9.1, since the actual WSCA Response date for Questions submitted by Vendors is as yet unknown, and there is no allowance for Vendors to Question changes made to the bid as a result of WSCA's answers; we respectfully request that WSCA consider the following actions and revision to the RFP Timeline:
Vendor Questions are answered by WSCA by Friday, January 16, 2009
There is then a *5 workday period in which Vendors may either request clarification or challenge the resulting statement or changes – Due by end-of-day, Friday, January 23, 2009.*
WSCA will then have 5 workdays to respond to such clarifications requested or the challenges issued – Due by end-of-day, Friday, January 30, 2009.
Once WSCA's response is made to Manufacturers, the required Deadline for Submissions will be 45 "workdays" thereafter - Due by end-of-day, Monday, March 13, 2009.

Regarding Section 9.1 changes requested above, please consider the WSCA statement made in Section 11.11 as this is the most complex RFP ever offered for this commodity and, it involves both a detailed as well as a legal review of all aspects including the Terms, Conditions, and State Statutes of 17 States in addition to the State of Nevada. Indeed, it has taken WSCA from August to December to put this RFP together. So surely 45 workdays or 6 work-weeks for Manufacturers to get through all the legal reviews and provide a response that is NOT "indicative of failure to comprehend the complexity and risk of this Contract" as stated in 11.11 must surely be acceptable to WSCA.

No.

117. Section 10.1: In that NRS §333.335 is cited, is it to be assumed that this statement is strictly applicable to the Vendors business history with State of Nevada as the lead state? And that a similar statement may appear as applicable with each state that chooses to offer a Vendor the opportunity of contracting a participating addendum?

No.

118. Section 11.2: As previously questioned under Sections 1.4, 3.11, and with regard to the definition provided for "Vendor", if proposals from employees of the State of Nevada are acceptable, then is this a Manufacturer's bid, or is it for an Organization, Individual, or State Employee that can bid "private-label product" that is simply produced for them by an actual Manufacturer?

Please refer to question 93.

119. On Attachment I, Pricing Sheets – Service, Supplies Options – What does the following coverage chart mean? Is this a request for Pricing to include “Shift Coverage” as outlined in Section 5.3.4.2?

Additional Service and Supplies Options
Base monthly charge for 2 x 5 coverage
Base monthly charge for 3 x 5 coverage
Base monthly charge for 3 x 5 coverage
Base monthly charge for 1 x 7 coverage
Base monthly charge for 2 x 7 coverage
Base monthly charge for 3 x 7 coverage

Yes.

120. On Attachment K: Please clarify the scoring range. The Column Label for Vendor Scoring range states from 1-10 while instructions and explanations below it provide a scoring range of 1-5?

1 through 10 is the correct scoring range.

121. PAGE 3 STATES “The State expects vendors to propose creative, competitive solutions to the agency's stated problem or need, as specified below. Vendors may take exception to any section of the RFP, except Section 4.”

We appreciate the desire to allow vendors to be creative through the bidding process. However, this clause [may] allow for non-standard terms and conditions to be proposed thereby creating conditions, which potentially undermines a fair and equitable comparison between vendors. We request that minimum requirements be established in order to determine vendor responsiveness and that exceptions to standard terms and conditions be disallowed.

The RFP minimum requirements are listed in Section 4.

122. SECTION 1.11 STATES “A Participating State may evaluate and select a vendor for award in more limited geographical areas where judged to be in the best interests of the state or states involved”. Does this mean a state can make an individual award to a vendor not selected in the overall award by WSCA?

Please refer to question 95.

123. SECTION 1.16.3 STATES “In addition to the WSCA Administrative Fee, some Participating States may require an additional administration fee. This State specific administration fee shall be added to the WSCA contract price via the State Participating Addendum. Just to clarify the timing of this provision, an individual State’s administrative fee may be added after award should a state decide to participate in the contract?

Yes, but this will be a net addition to the contract cost for that participating state in the Participating Addendum.

124. SECTION 1.7 STATES “The relative weights of each factor may not be disclosed prior to the deadline for submission.” In order to avoid potential post award bid protest we respectfully ask that the bid evaluation points [by category] be disclosed.

No, as this request would result in the Violation of NRS 333.335(4).

125. SECTION 3.21 SHORT TERM RENTAL – Is it mandatory that vendors provide a short-term rental schedule upon bid submission [to be considered responsive] or can this be provided upon request after award?

No.

126. SECTION 3.24.3 HYBRID COPIER – “In order for a device to be considered a Hybrid Device, it shall have a rated color production speed within 66% of the rated B&W production speed.” In order to have a fair comparison amongst different manufactured products we suggest that the color speed be raised to 85% of the B&W speed. This will result in an equitable comparison for like product.

No.

127. SECTION 3.25 SEGMENT – GROUP C – Must a vendor bid products in all the segments [C1, C2, C3] in order to be responsive? If so, we suggest that C3 be made optional.

No.

128. SECTION 3.25 SEGMENT – GROUP E – The industry standard is to not include supplies. Are we able to bid supplies separately?

No.

129. SECTION 4.6 STATES "Manufacturers may only submit one response and may not submit multiple responses for any additional brand names." Several states have issued initiatives to support "local business growth". As an Original Equipment Manufacturer ["OEM"] we distribute our brand products [which though have different brand names contain the exact same functionality] through a combination of direct company locations and independent dealers. The independent dealers are businesses that typically are owned and operated locally and thus fall under the scope of the "local business growth" mandates issued by the State's. Therefore, in support of these mandates we are able to submit one response that offers all [three] brands priced equally. This contracting model is managed centrally and is widely accepted in many States. As the OEM, are we able to submit one bid response offering three brands, which will be priced equally?

Yes.

130. SECTION 4.10 STATES "all pricing must be FOB destination regardless of the state." This requires pre-calculation of a shipping cost for both Hawaii and Alaska. We request that the FOB requirement apply only to the lower 48 states and that states outside of this area be charged for their respective shipping costs.

No.

131. SECTION 5.1.9.4 – Please confirm that in the event of cancellation of the master agreement all underlying obligations will remain in effect.

Yes.

132. SECTION 5.2.5.3 STATES "All leases may be bought out to return to the Successful Vendors, although operational, non cancelable rentals and capital leases will be subject to a termination charge. The termination charge may not exceed the balance of lease payments and may not exceed more than four (4) month service and supply base or 25% of the remaining term, whichever is less." Does the reference to "25% of the remaining term" refer to the service contract only or does this implicate an existing lease?

Yes, only those leases placed under this agreement.

133. SECTION 5.4.5.8 STATES "Successful vendors may offer to customers upgrade/downgrade option for equipment placed under any subsequent contract"

Limiting the upgrade / downgrade provision to no more than 10% of the entire fleet [to be considered only after the equipment has been in place at least 12 months] seems to be common in many current state contracts. We recommend the adoption [as a standard term] of a 10% limit for upgrading and downgrading. This will provide a proper basis for a fair and equitable financial comparison amongst vendors.

No.

134. SECTION 6.3.1 SUBCONTRACTORS – Are independent dealers considered subcontractors?

Yes. This form only needs to be completed at the time of the Participating Addendum for the State of Nevada. Other states may also have this requirement.

135. SECTION 11.10 STATES “alterations, modification, or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment” This statement contradicts the statement on Page 3, which “allows vendors to take exception to any section of the RFP”. Please clarify whether a vendor is able to take exceptions to any part of the RFP.

Any portion of the RFP except Section 4.

136. PROPERTY TAX varies by state. Are we able to impose Property Tax [by state] similar to adding an additional administrative fee after award?

Yes, as per each Participating Addendum and State taxation laws.

137. WSCA has stated that the expectation for this RFP be creative and competitive. In that spirit, our intent is to provide a fresh look at how to manage the copier environment. In addition, there are a great number of questions that will need to be answered in order for a complete response. With the turnaround on questions of January 15, there is very little time to apply due diligence to the answers. We respectfully request that WSCA consider an extension until February 27th, 2009.

No.

138. RFP Section 3.25 (p14) Segment – The following Segments shall be utilized to group the various speeds of copiers within Groups A, B, C, D and E:

Group A – B&W Convenience Copiers

Segment Speed in Impressions Per Minute (IPM)

2 20 – 29 (Desktop & Console)

3 30 - 39

4 40 - 49

5 50 - 59

6 60 - 69

7 70 - 79

8 80 - 89

9 90 - 99

10 100 – 119

Question: Can Group A – Convenience Black and White Copiers and Group B – c Convenience Hybrid Copiers be bid separately? For segments requiring higher performance is one machine required to handle the full performance or can the requirement be handled with a distributed solution?

Question 1: Yes.

Question 2: No.

139. RFP Section 4.2 (p16) Equipment must be private labeled or manufactured by the Successful Vendor. May we as a Vendor of our own branded multifunctional copiers also provide other vendor products to round out and/or meet the requirements in a particular group? (i.e. We as a Vendor can meet the specification in Group A in Segment 1-5. Can Vendor provide another manufacturer's products to complete Segments 6-10?).

No, must be private labeled to a Vendor's brand name.

140. RFP Section 4.3 (p16) Successful Vendors must provide service and supply programs and pricing for each copier model proposed. Such pricing must be expressed as a cost per impression. Please clarify that WSCA is requesting pricing for an impression charge that is separate and distinct from the hardware leasing charge. (i.e. the vendor will provide a base monthly lease charge per device placed and a separate impression charge X the number of impressions used per month.) Does WSCA also require a pricing methodology that includes the hardware amount in the impression charge? Please clarify if one or both pricing methodologies are mandatory or if one or the other may be proposed.

Question 1: Yes.

Question 2: Successful Vendors may offer an optional "Cost per Copy"

141. RFP Section 4.6 (p16) Manufacturers may only submit one response and may not submit multiple responses for any additional brands. May Vendor submit multiple brand names in one response? (i.e. if we as a Vendor manufacture brand X for Segments 1-5 of Group A, may we submit Y brand from another Vendor (and or their authorized resellers) to complete Segments 6-10 of Group A?

No, must be private labeled to a Vendor's brand name.

142. RFP Section 4.7 (p16) Successful Vendors must have the capability, at a minimum, to report on the previous quarter's activities for all contract placements as well as all contract impressions in both dollars and units. Such minimum reporting must be reported on a Contract-Wide, state and political subdivision basis and must be able to be reported electronically (i.e. Excel Format, Access Database, CSV format). Successful Vendors must have, at a minimum, the capability to produce reporting within the sample for the state and political subdivision usage. See Attachment J for State of Nevada reporting only. The RFP provides information for the State of Nevada only. Where would Vendor find the information on the rest of the participating States?

This would be defined at the time of the Participating Addendum.

143. RFP Section 4.9 (p16) Pricing for this RFP and any subsequent contract must be expressed as a discount from Manufacturer's Suggested Retail Price (MSRP). MSRP must be a published figure with Buyers Laboratory Inc (BLI). Discounts from list may be increased during the term of the contract by a Successful Vendor. The WSCA Contract Manager and the Participating State Contract Administrator must be notified of any such increase in discount. At no time during the contract period may the discount be reduced. Is WSCA also looking for a Purchase Only price for the hardware or is this hardware pricing only to be used as a basis from which to multiply the lease rate factor?

Yes, only to be used as a basis from which to multiply the lease rate factor.

144. RFP Section 5.1.1 (p16) Additionally Offered Equipment and Software – Successful Vendors may offer additional equipment and software within each awarded grouping so long as the equipment meets or exceeds the requirements of the RFP and subsequent contract; and meets or exceeds the discount of the bid equipment or software within the same grouping and segment. Any such additional equipment offering will be subject to review and acceptance by the Participating State Contract Administrator and WSCA Contract Manager. Would WSCA please provide a clarification by way of example for this subsection?

A Successful Vendor may add additional equipment within a segment (such as a second Segment 4 copier) if approved by the WSCA Contract Manager and the Participating States.

145. RFP Section 5.1.2 (p16) Dealers/Distributors – During the Contract period, Participating State Contract Administrator may remove a dealer or distributor from the list of those designated to service this Contract at any time without further explanation or process. The Successful Vendor may propose dealer/distributor additions or deletions for consideration and agrees to provide interim service should any listed resource become unavailable or deemed unsuitable by the Participating State Contract Administrator. The decision about the suitability of dealers/distributors, sales representatives and outlets will be solely that of the Participating State Contract Administrator. Further, the Participating State Contract Administrator or the Participating Addendum will have the authority to dictate classifications of dealers that may service the contract (such as local dealers only). Should this situation arise and Vendor does not have the classification of dealer dictated by WSCA for this location, what will be the Vendor's recourse to provide support?

This would be negotiated with the participating states Contract Administrator.

146. RFP Section 5.1.4 (p17) End of Term Notification – Successful Vendors must notify a Customer, in writing, 90 days prior to the end of any financing term or Service and Supplies term. Successful Vendors must also inform the Customer of the options available to them as provided for in any resulting contract. WSCA is not looking for options available as a part of this response, rather 90 days prior to the end of the contract, correct?

No, “Successful Vendors must also inform the Customer of the options available to them as provided for in any resulting contract”.

147. RFP Section 5.2.1.4.4.4 (p20) Group E must have a minimum Paper supply of two (2) rolls. Please clarify the need for both segments of Group E to include a two roll capability.

Yes.

148. RFP Section 5.2.1.4.5 (p20) Paper size capacity up to of 11” x 14” for all Segment 2 desktop copiers and 11” x 17” for all other Segments in Groups A, B, C and D. Group E copiers must have a maximum paper size for E sized drawings. Please clarify the requirement for 11x14 inches, which is an unusual media size for a copier. This Vendor respectfully requests a relaxation of this requirement so that the Segment 2 copiers support a maximum size of 8.5x14 inches only.

Please refer to question 23.