



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

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

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

Revisions to RFP:

Section 1.5 Device Groupings:

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

Section 2.1 Capital Lease:

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

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

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

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

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

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

Section 3.2.8:

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

Section 3.4.3.1:

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

Section 3.4.3.6:

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

Section 3.4.3.2

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

Section 3.4.10

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

Section 3.4.4.5:

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

Section 3.4.5.1:

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

Section 3.5.6.2:

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

Section 3.5.12.3:

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

Section 5.4.2.3

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

Section 5.4.2.5(B)

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

Section 5.4.2.5(C)

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

Attachment D – Section 29:

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

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

Attachment I - Cost Schedule:

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

Group A Pricing Schedule



ATTACHMENT I -
NEW Group A Pricing \$

Group B Pricing Schedule



ATTACHMENT I -
NEW Group B Pricing \$

Group C Pricing Schedule



ATTACHMENT I -
NEW Group C Pricing \$

Group D Pricing Schedule



ATTACHMENT I -
NEW Group D Pricing \$

Group E Pricing Schedule



ATTACHMENT I -
NEW Group E Pricing \$

Group F Pricing Schedule



ATTACHMENT I -
NEW Group F Pricing \$

Attachment N - States Intent to Participate:

Alabama

Alaska

Connecticut



Connecticut T&Cs.pdf

Hawaii

Idaho

Maine

Missouri

Montana

New Mexico

North Dakota

Oregon

Rhode Island

South Carolina

Utah

Vermont

Washington

Questions and Answers to RFP:

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

No; see Section 7 of the RFP.

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

Yes.

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

No.

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

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

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

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

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

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

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

See Revisions to RFP above.

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

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

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

See Revisions to RFP above.

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

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

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

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

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

No.

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

See Question #6 above.

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

No.

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

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

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

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

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

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

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

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

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

See Section 6 of the RFP.

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

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

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

The State chooses not to respond. Yes. Yes.

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

Yes, unless excluded by the Participating State or Entity.

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

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

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

Written approval in form of acceptance of a contract.

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

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

Customer to make this determination.

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

No.

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

Yes. See Revisions to RFP above.

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

Question is not clear.

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

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

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

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

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

No.

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

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

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

Section 31 applies to the Purchasing Entity, not lessee.

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

See Section 3.2.3 of the RFP.

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

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

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

See Revisions to RFP above.

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

See Revisions to RFP above.

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

See Revisions to RFP above.

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

No, may be offered as an option.

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

See Revisions to RFP above.

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

Yes. No.

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

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

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

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

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

No.

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

Yes.

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

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

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

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

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

Yes.

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

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

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

See Section 3.7.4.3 of the RFP.

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

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

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

See Revisions to RFP above.

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

See Revisions to RFP above.

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

See Question #11 above.

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

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

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

See Revisions to RFP above.

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

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

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

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

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

Remanufactured equipment may be proposed as additional offerings only.

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

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

No.

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

See Revisions to RFP above.

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

Yes, with all brands at the same discounted pricing.

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

See Revisions to RFP above.

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

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

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

No.

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

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

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

No.

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

See Revisions to RFP above.

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

See Revisions to RFP above.

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

See Revisions to RFP above.

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

See Revisions to RFP above.

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

See Revisions to RFP above.

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

No.

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

No.

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

No.

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

See Question #26 above.

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

See Question #26 above.

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

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

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

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

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

No. This may be addressed in individual Participating Addendums.

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

No.

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

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

No.

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

See Revisions to RFP above.

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

Correct; see Section 3.3.10 of the RFP.

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

Yes.

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

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

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

No.

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

No.

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

See Revisions to RFP above.

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

Yes.

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

Yes.

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

Bronze standard or higher.

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

No.

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

Yes.

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

No.

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

No.

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

Yes.

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

Yes.

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

This information is confidential until an award is made.

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

No.

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

See Revisions to RFP above.

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

This would be determined between the Customer and Awarded Vendor.

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

Correct.

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

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

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

No, as the requirements will vary by State.

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

See Section 5.4.6 of the RFP.

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

No.

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

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

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

This information is confidential until an award is made.

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

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

Yes. No.

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

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

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

No; payments will be made after receipt of invoice.

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

No. See Question #117 above.

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

No.

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

See Question #117 above.

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

No.

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

See Question #40 above.

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

The State chooses not to respond.

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

No.

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

The State chooses not to respond.

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

Add additional columns, as applicable.

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

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

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

See Question #153 above.

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

See Question #8 above.

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

See Section 3.4.6; proposed devices must meet minimum requirements.

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

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

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

See Question #38 above.

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

Yes. See Section 5.4.2 of the RFP.

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

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

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

See Revisions to RFP above. No.

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

This will be determined by the Customer.

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

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

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

See Question #4 above.

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

See Revisions to RFP above.

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

See Revisions to RFP above.

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

All options should be made available

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

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

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

Yes, 90 days.

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

No.

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

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

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

Yes.

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

No.

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

No.

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

Business references are preferred.

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

Yes.

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

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

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

The State chooses not to respond.

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

See Revisions to RFP above.

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

See Revisions to RFP above.

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

See Question #40 above.

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

Yes.

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

No.

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

See Revisions to RFP above.

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

An attachment with a note in the table is acceptable.

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

Yes.

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

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

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

See Revisions to RFP above.

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

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

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

See Questions #64 & 65 above.

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

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

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

No. One.

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

No. One.

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

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

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

Yes, See Section 5.4.2 of the RFP.

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

Key personnel is identified by the Vendor.

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

See Section 3.4.1 for minimum requirements.

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

See Section 3.4.1 for minimum requirements.

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

See Section 3.4.3 for minimum requirements.

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

See Question #56 above.

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

See Question #56 above.

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

Awarded Vendor will be responsible for all reporting requirements.

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

No.

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

See Question #6 above.

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

See Revisions to RFP above.

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

See Question #37 above.

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

See Question #19 above.

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

See Question #20 above.

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

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

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

If applicable, property tax to be itemized separately.

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

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

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

See Questions #34 & 37 above.

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

See Question #28 above.

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

No.

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

See Question #39 above.

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

No.

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

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

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

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

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

Buyout amount is negotiated at the time of the lease.

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

See Question #37 above.

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

See Section 5.4.2 of the RFP.

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

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

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

The State chooses not to respond.

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

No.

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

No.

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

See Section 4.4 of the RFP.

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

The State chooses not to respond.

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

No.

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

See Question #31 above.

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

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

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

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

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

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

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

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

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

Yes; see Question #142 above.

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

See Question #159 above.

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

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

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

See Question #5 above.

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

Literally 30 days.

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

No.

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

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

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

Yes, with an exception noted in Attachment J.

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

See Revisions to RFP above.

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

See Revisions to RFP above.

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

See Question #72 above.

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

Calendar days.

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

Key Personnel responsible for the Master Agreement.

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

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

See Revisions to RFP above.

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

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

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

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

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

Yes, if any.

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

Yes.

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

Yes.

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

PDF.

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

In Part IA – Technical Proposal, referencing the section.

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

The State chooses not to respond.

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

The State chooses not to respond.

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

Yes.

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

Yes.

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

See Revisions to RFP above.

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

See Revisions to RFP above.

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

See Revisions to RFP above.

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

This information is not available.

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

No.

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

No.

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

See Revisions to RFP above.

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

See Revisions to RFP above.

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

See Question #69 above.

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

No, see Section 1.5 of the RFP.

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

No to all questions.

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

See Revisions to RFP above.

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

Yes.

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

No.

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

See Revisions to RFP above.

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

See Question #31 above.

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

Yes.

259. How many awardees are anticipated?

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

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

See Section 10 of the RFP.

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

This would be addressed in a Participating Addendum.

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

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

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

No.

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

No.

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

No.

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

See Revisions to RFP above.

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

No.

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

See Question #72 above.

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

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

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

No.

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

The State chooses not to respond.

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

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

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

Yes.

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

See Revisions to RFP above.

ALL ELSE REMAINS THE SAME FOR RFP 3091.

Vendor must sign and return this amendment with proposal submitted.

Vendor Name: _____

Authorized Signature: _____

Title: _____ Date: _____

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