



SUBJECT: Amendment 2 to Request for Proposal 3091
RFP TITLE: Copiers, Printers and Related Devices
DATE OF AMENDMENT: July 31, 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.

Revisions to RFP:

Section 3.4.1.7:

Paper Supply equal to or greater than:

- A. One (1) paper drawer for Segments **2 & 3** Desktop copiers;

Section 3.4.2:

3.4.2.9 Windows Embedded Standard 7 Controller.

Section 3.4.3.8:

3.4.3.7 Must include network connectivity; ~~and~~.

3.4.3.8 ~~Multi-functional devices must copy, scan, and fax (or e-fax).~~

Section 5.4.2 Leasing, Rentals and Short-Term Rentals

Awarded Vendors ~~shall~~**may** offer, according to each Participating Addendum, a minimum of the following financial vehicles, as defined within the resulting Contract at the following terms:

Financial Vehicle	Standard Terms Offered
Fair Market Value Lease Operational Lease Non-Cancelable Rental Capital Lease	36, 48, 60 Months
Cancelable Rental	24, 36 Months
Short Term Rental	Up to 18 months

Section 9.2.3.4

E. ~~Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.~~ Provide a list of all vendor license agreement including hardware/software maintenance agreement. Copies of all agreements should be available upon request by the Lead State or Participating Entity.

F. ~~Copies of applicable certifications and/or licenses.~~ List any other applicable certification and/or licenses, which shall be available upon request by the Lead State or Participating Entity.

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 S

Group F Pricing Schedule



ATTACHMENT I -
NEW Group F Pricing S

Second Set of Questions and Answers to RFP:

1. Regarding “operational” leases, some customers will want to utilize this leasing type, but also will want a buyout option. Please confirm if approved by the state during the Participating Amendment process that we able to offer an “end of term” buyout option for this leasing type.

Our definition of Operational lease is used to acquire devices on a relatively short term basis with no benefit of ownership to the lessee; no equipment buy-out will be considered.

2. We understand that PO’s for software only can be submitted for existing equipment, unless restricted by a participating state or entity, however some customers will want to finance this purchase given budget conditions. Please confirm that we are able to offer this option if requested by the customer and allowed for by the Participating State

Yes, as long as the contractor provides the financing mechanism.

3. Regarding the Model PA, once WSCA issues an initial version will vendors be allowed to add additional elements to the Vendor Specific Model PA in order to clarify certain points? Please describe how WSCA will distribute or make available the Vendor Model PA once completed.

Awardees will work with WSCA-NASPO on the structure of "their" model Participating Addendum. Once a Master Agreement has been fully executed, WSCA-NASPO will send the awardee a "model" Participating Addendum to work with.

4. We understand vendors are to maintain timely and accurate invoicing. Furthermore, that the Service Level Agreement [SLA] is meant to be a model and that vendors are to offer their own specific SLA on a state by state basis. Please confirm that establishing a billing cure period, allowing a vendor time to address billing issues, is also an element that may be established through the Participating Amendment process.

Yes, if agreed to by the Participating Entity.

5. Attachment D, Vendor Certifications, Section 4 States, “All proposal terms, including prices, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, will remain in effect throughout the contract negotiation process.” We understand that the proposal must remain firm for 180 days but are confused by the phrase “throughout the contract negotiation process” as the negotiation process could cause either party to adjust a term or condition. Please elaborate on what is meant here.

The State and WSCA-NASPO choose not to respond.

6. Regarding the purchase of software, some customers wish to acquire software to enhance a current process and potentially acquire equipment at a later date. Please confirm that customers are able to purchase software in this way if approved by the participating state.

No, software must be purchased with new or existing equipment only.

7. The first tab in the pricing sheets for each group refers to “list pricing”. Is this a request to list the MSRP for those products or a request to identify “WSCA End User Pricing” once it has been discounted from MSRP?

MSRP pricing; see Revisions to RFP.

8. Most customers that purchase scanners, request that the entire engagement which may include scanning, a fleet of MPS’s, etc, be centrally billed and maintained through a single vendor. Centralized billing and providing a single point of contact for service reduces the cost of conducting business which is important in the climate of shrinking budgets. On a practical level, it makes sense to treat Scanners similar to Wide Format units, and allow vendors to offer non-private labeled units as part of their bid response. This will also increase competition for scanners resulting in better prices for WSCA. We respectfully request that the RFP allow for non-private labeled scanners to be offered.

No.

9. The new lease charts, in the Group Excel Pricing sheets, show cells for only 18, 24, 36, 48, 60 months rates. First, is it WSCA’s expectation that the 18 month rate only apply to the short term rental? Second, do all other options (24 through 60 months) apply to the five other financing options? Third, given that the updated price sheets have reduced the number of monthly terms, eliminating individual months, is there any guidance as to how vendors are suppose to calculate a coterminous monthly rate when customers add accessories? Or is this simply negotiated with an individual customer?

Yes. Yes. State and WSCA-NASPO choose not to answer. This needs to be negotiated with the individual customer.

10. Short Term rentals may be used or refurbished. Used equipment is based on availability and thus is priced at the time it is required. Is it WSCA’s expectation to receive pricing for short term rentals at the time of bid submission or is this something we furnish upon request in the future?

Submit pricing for short term rental of new equipment with proposal. Used or refurbished pricing will be provided to the Customer upon request.

11. 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...” When customers decide to terminate a lease agreement, there may be past due amounts. Please confirm that any applicable past due amounts, as well as, balance of lease payments be included as the final termination charge is calculated.

Yes.

12. Section 3.5.5.2 – “If the Customer or WSCA-NASPO has reason to believe that multiple and systemic billing errors exist, that cannot be corrected to the Customer’s or WSCA-NASPO’s satisfaction; the Customer or WSCA-NASPO may require an audit by a third party. If errors are found, the Awarded Vendor must reimburse the Customer or WSCA-NASPO for the cost of the auditor as well as correcting any billing errors.” Auditing is an important subject to both a customer and the vendor. Please confirm that we are able to address this process and any applicable audit parameters during the Participating Amendment phase with each individual state.

Any changes to the Model Participating Addendum must be approved by the Participating Entity.

13. As an entity, we are a wholly owned subsidiary of our parent company but offer WSCA Group C equipment which our parent does not. They will be looking to submit a bid for different equipment. Because our equipment offerings are different, our sales organizations do not sell each other’s products and our service departments are different we are looking to submit separate offers. Given the constraints of paragraph 3.2.4 is this acceptable to WSCA?

No.

14. 3.2.3 - Can this requirement for cost per impression be take off for scanners?

If the specification does not apply, indicate as such.

15. 3.5.7 - Will manufacture be required to train on sight for scanners or can it be done on line?

Contractors must offer one hour free onsite training; however, participating entities may negotiate training parameters for the order.

16. In regards to Attachment D Section 31 and WSCA’s response to question 40, vendor asks that WSCA clarify this response to state that the Section 31 applies to the Purchasing Entity when the Purchasing Entity has purchased the product in contrast to leasing the product.

The State and WSCA-NASPO choose not to respond.

17. In regards to Attachment D, Section 28, Standard of Performance and Acceptance, will WSCA allow billing to commence during the acceptance period.

The State and WSCA-NASPO choose not to respond.

18. In regards to Attachment D, Standard of Performance and Acceptance, how will acceptance be communicated?

The State and WSCA-NASPO choose not to respond.

19. Section 4.1.1 requires vendors to identify the “Location(s) of the office that will provide the services described in this RFP:” As the location(s) will depend on the agencies and states participating, which locations should we identify?

All fifty states and the District of Columbia.

20. Section 4.1.1 requires vendors to identify the “Location(s) from which employees will be assigned for this project.” As the location(s) will depend on the agencies and states participating, which locations should we identify?

See Question #19 above.

21. Section 4.1.1 requires vendors to identify the “Number of employees locally with the expertise to support the requirements identified in this RFP.” As the location(s) will depend on the agencies and states participating, which locations should we identify?

See Question #19 above.

22. Response to question #66 of the WSCA Amendment 2 states that remanufactured equipment may be proposed as additional offerings only. We respectfully express a concern with remanufactured equipment being included in any respect on this contract as this likely will risk the overall quality of this contract as well as the high standards set by WSCA/NASPO. This decision will open the door for a decline in customer satisfaction as, even though there is a definition of remanufacture stated in the RFP, the actual remanufacture process can vary greatly resulting in product inconsistency and reliability. We have encountered this enough to know it is very problematic.

The State and WSCA-NASPO choose not to respond.

23. The Updated Group A Pricing Exhibits only go the Segment A5, yet the Configuration Cost exhibit is asking for Segment A6 and A9 which no longer exists. Please advise.

See Revisions to RFP above.

24. Both updated Groups A & B Configuration Cost Exhibits request Color/B&W for the requested segments. Does this imply we are to configure only combined B&W/Color machines? It seems that, at the very least there should be a mix allowing for B&W or Hybrid Color products or one of each. Please advise.

See Revisions to RFP above.

25. The clarification to 3.3.1 and Q&A response #49 Response #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? The response to this question states a product can be added in a segment not originally bid. As long as the vendor was awarded the Group; see Section 3.3.1 of the RFP 3.3.1 Additional Offered Devices and Software Awarded Vendors may offer additional devices and software within each awarded grouping so long as the device meets or exceeds the requirements of the RFP and subsequent contract; and meets or exceeds the discount of the bid device or software within the same grouping and segment. Any such additional device offering will be subject to review and approval by the Lead State Contract Administrator and Participating State Contract Administrator. It seems the answers above are contradictory. For example we are awarded Group A, but did not have a product that fit into Segment A5, but shortly after the award a new product was announced that is appropriate for Segment A5. Answer 49 above implies we may do so, but 3.3.1 also states it must meet or exceed the discount of the segment. May we bid a discount for a segment and include a product

after the award? This is a quite important to clarify given a five (5) year contract and the rapidly changing technologies and subsequent pricing elements. It is important to ensure all products within a portfolio can be added throughout the five (5) years and at the same time ensure WSCA achieves a competitive price point.

If a contractor is awarded a group, they may add additional items to the various segments of that group as long as it meets the minimum specifications in the original RFP.

26. Page 28, Section 3.4.7.2 Could Vendors provide a link to the manufacturer website for published specifications or would you like it from a 3rd party vendor (i.e. BLI) where there has to be a login to view specifications?

Third Party.

27. Previous WSCA Question #146 To further clarify, would spot reductions at the time of sale be considered a special price promotion?

Yes.

28. Previous WSCA Question # 42 To further clarify, Could Vendors propose multiple makes and models in different segments at different discounts or the same discount when adding products at a later date?

The State and WSCA-NASPO choose not to respond.

29. Page 50, Section 9.2.3.4 F Are Vendors required to provide all software license agreements in order to place software on the contract or can these agreements be provided after contract award?

See Revisions to RFP above.

30. In Section 2, Definitions, of the Master Terms and Conditions (Attachment D), and under Description on Page 12 of the RFP In Section 2, Definitions, of the Master Terms and Conditions (Attachment D), and under Description on Page 12 of the RFP, can the definition of "Intellectual Property" be limited to United States intellectual property rights, thus excluding foreign IP rights? Contract performance, including the sale of products and services to Purchasing Entities, will be provided within the United States only, and without this modification, the Contractor's infringement indemnification obligations become extremely broad. We would like to propose WSCA change the language to include: "Intellectual Property means any and all United States patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein."

The State and WSCA-NASPO choose not to respond.

31. Section 14.a of the Master Terms and Conditions (Attachment D) Can the Contractor's indemnification obligations specified therein apply only to the extent of the fault of the Contractor or its agents, i.e., negligence or willful misconduct? Otherwise, such obligations on the part of the Contractor are extremely broad. We would like to propose WSCA change the language to include: "The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State, Participating Entities, and Purchasing Entities, along with their

officers, agents, and employees as well as any person or entity for which they may be liable, from and against third party claims, damages or causes of action (“Casualty Claim”) including reasonable attorneys’ fees and related costs for any death, injury, or damage to property to the extent arising from negligent act(s), error(s), or omission(s), or willful misconduct, of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement."

The State and WSCA-NASPO choose not to respond.

32. Section 10, Defaults and Remedies, of the Master Terms and Conditions (Attachment D) There are provisions for Lead State's recovery of liquidated damages in case of default by Contractor. As an example, Section 10.c. (3) states: "Impose liquidated damages as provided in this Master Agreement." As there are no other references to liquidated damages in the other Sections of the Master Agreement, can such reference to liquidated damages be removed?

The State and WSCA-NASPO choose not to respond.

33. Master Terms and Conditions (Attachment D) Can a provision consistent with industry standard be added to the Master Agreement which disclaims the recovery of consequential damages with respect to claims arising under the Agreement? We would like to propose the following language: "IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER THE TERMS OF THIS AGREEMENT FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY KIND, REGARDLESS OF WHETHER SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES."

No.

34. Page 28, Section 3.4.7.4 Would WSCA consider changing this requirement for speeds of over 160+ ppm as this is not an industry standard requirement for these devices?

No.

35. Page 63, Section 11.3.3 Will WSCA-NASPO users be allowed to submit orders for all procurement options (Lease, Purchase, etc.) via the eMarket Center?

All options are presumed available.

36. Page 63, Section 11.3.3 Can the bidding vendors receive a sample of the preconfigured content management spreadsheet during the bidding process?

No.

37. Page 63, Section 11.3.3 Can any documents be provided during the bidding process regarding implementing a punchout solution?

No.

38. Page 63, Section 11.3.3 What system would vendors be pushing data to if a punch-out solution is utilized?

SciQuest is the company that currently hosts the eMarket Center platform.

39. Page 63, Section 11.3.3 How will the Vendor receive the Purchase Orders that are submitted via the eMarket Center?

cXML or fax.

40. Page 42, Section 5.4.1 Would WSCA Consider updating this section to include the following updates: All lease factor quotes must be quoted as a decimal multiplying factor in such a manner that the purchase price may be multiplied by the lease factor to arrive at the resulting monthly payment including any taxes that are the responsibility of the Awarded Vendors. Awarded Vendors may update all lease rates on a quarterly basis for changes in the financial markets. The lease factors shall be adjusted (increased or decreased) by .00011 for every cumulative increase/decrease of 20 basis points in the like term US Daily Treasury Yield Curve Rates since the previous change in the lease factor, or since the [Effective or Initial Date]. An Awarded Vendor shall update its dedicated contract website to reflect this change. Yield Curve Rates with a fixed margin as of the last publishing date of each Calendar Quarter (as published at <http://www.ustreas.gov/offices/domestic-finance/debt-management/interest-rate/yield.shtml>) The Lead State Contract Administrator and the Participating State Contract Administrator must be notified of such changes 30 days prior to the inception of any rate changes. The Vendor must, within their RFP response, describe:

No.

41. All Price Attachments I (A-F) under the “Leasing Rates Tab” Please further clarify what is required under "Difference in rate for Fixed Rate"?

See Revisions to RFP above.

42. All Price Attachments I (A-F) under the “Configuration Cost Tab” In the Configuration Cost Tab, the segment names/format does not match the segment names/format in the other tabs. Could WSCA revise the segment names/format to match the segment names/format that are outlined in the other Tabs to be accurate and consistent?

See Revisions to RFP above.

43. Page 45, 5.4.5 Software Could you please clarify what “Updates” would be inclusive?

All.

44. Page 21, Section 3.2.3 and Page 44, Section 4.4.3.3 We would like the following language to be added to this section: “Consumables Inclusive service includes replenishment of consumables specified on the face page for exclusive use with the Equipment. Vendor may terminate this Agreement if you use the consumables in a different manner. In the event your toner usage exceeds by more than 10% the published manufacturer specifications for conventional office image coverage, as determined by Vendor, Vendor may invoice you for such excess usage. You may purchase additional toner from Vendor if required during the term. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain Vendors property and shall be returned promptly upon termination of this Agreement.”

No.

45. Previous WSCA Question 137 The previous WSCA question 137 refers back to an answer on 153, however, the answer on 153 does not answer 137. On the current WSCA contract you offer high speed devices that are printer centric and that do not include a RADF by definition. We respectfully request the RADF for Segment 9 be optional is it would not allow this product category of high speed production printing to continue to be offered on the new contract.

If the specification is not appropriate for your segment submission, mark "N/A".

46. Pricing Schedules A, B and C, List Pricing Tab, Software Options, Advance Scanning Software and Advance Scanning Interface Software Please clarify the requirements and capabilities for Advance Scanning software and Advance Scanning Interface software.

The State and WSCA-NASPO choose not to respond.

47. Pricing Schedules A, B and C, List Pricing Tab, Software Options Simple Account Software and Advance Accounting Software Please clarify the requirements and capabilities for Simple Account Software and Advance Accounting Software.

The State and WSCA-NASPO choose not to respond.

48. Pricing Schedules A, B and C, List Pricing Tab, Software Options Software can includes a very significant number of line items that could encompass multiple pages. Please confirm if for the software you want additional lines added or a separate worksheet.

The State and WSCA-NASPO choose not to respond.

49. Section 3.4.3.6: In Amendment 1, the State adjusted 3.4.3.6 to have the paper capacity up to 11" x 17" in Printer Group D. Would the State revert to the original specification of "up to 8-1/2 x 14". According to International Data Corporation (IDC) research, only 2.35% of page volume is 11 x 17. Government users with printers primarily print letter and legal size documentation, and if there is a need for 11 x 17, they then send that job to the copier for the rare occasion. Print users, as opposed to copier users, normally have one tray with 8-1/2 x 11, and may use a secondary tray with 8-1/2 x 14. The specification of 11 x 17 could be added as an option.

No. Specifications state "up to".

50. Group D Pricing Schedule: This RFP has included "purchase" as an option to acquire printers and copiers. Tab 2 of the Group D Pricing Schedule has Discount from MSRP. Is this calculation the purchase price? Would it be possible to add an extra column to the pricing file to avoid confusion?

Yes.

51. Group D Pricing Schedule: The WSCA/NASPO PC and Peripherals contract allowed supplies to be purchased as well. Would the State consider adding supplies/consumables for purchase to the contract? A discount for supplies could be added to the price sheet for Group D.

No.

52. Section 5.4.2.3 – Although in Q/A #84 it states that the termination cap applies only to “service & supply base” one could read it to mean the buyout amount is limited by the cap on the financed amount. Can this section can be written to read: ““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.

53. Q/A #6 – Subject to the requirements of the warranty, the lemon clause, or any cancellation terms allowed for in the Master Service agreement, can the equipment under lease can only be rejected prior to acceptance but once accepted and a delivery & acceptance certificate is signed, there can be no rejection of the equipment? Could this be incorporated into the PA’s?

Refer to amendment 1.

54. Q/A #67, re Page 14, what is the minimum term that may be offered under Operational Leases?

24 Months.

55. Q/A #93 – (see also Q/A #58 and #207); if the vendor/leasing company inserts leasing terms in the PA does this mean that the States can issue a PO off the PA which has lease terms within it? Does this mean that no lease forms will be signed but only lease terms and conditions built into the PA and then PO issued by end user?

No, unless determined by the Participating Entity.

56. Q/A #120 –Are we able to assign, solely for financing purposes, the rights, title and interest to the equipment, the right to collect payment and the right to receive payment, but keep and continue to perform the service obligations under your s/m agreement and the WSCA terms and conditions?

No.

57. Generic Question: Who is responsible for the payment of personal property taxes on leases?

It will vary by lease type.

58. Page 46. Section 5.4.2.9 The Awarded Vendor may offer to Customers an upgrade/downgrade option for device placed. Such upgrade/downgrade options must afford a Customer the option of upgrading or downgrading a portion of device under a lease or rental without penalty. Question: is the intention to up/downgrade units that are over/under utilized? Also would the entity buy out the current unit and roll the payment onto the new unit?

The State and WSCA-NASPO choose not to respond.

59. Question #93 asks: "Are vendors able to submit their own leasing forms, as part of the bid submission, and if approved by the participating state, use the approved form as ordering

documentation." The response to that was "No". What is the intent of that "No" response? Was it to indicated that it's up to the Participating Entity to outline that in the PA and for the Participating Entity to decide if that's how it will work or was that response to mean that a lease document is not to be used and this would be like a PO submitted as the lease document type of set up?

The State and WSCA-NASPO choose not to respond.

60. Section 3.4.3.8 states that multi-functional machines which copy, print, scan, and fax are acceptable submissions under the printer group D. However in the Questions and Answers, #133, states that A-4 devices cannot be submitted as printers. Could you please clarify?

See Revisions to RFP above.

61. Section 3.3.6, Device Inspection/Testing/Acceptance: If a procuring entity simply purchases Product can the Vendor propose language to cover acceptance for purchases since procuring entities typically do not provide acceptance. Also, if a procuring entity selects the leasing option, leases have an acceptance document that is required in order to start the lease. Can that be considered the acceptance for leasing?

The State and WSCA-NASPO choose not to respond.

62. Given that the new contract will be the primary vehicle for transactional copier, printer, and multifunction devices would there be consideration to amend the 11x17 paper size requirement? Category A & B if amended to include devices that do not support this paper size but include multifunction capabilities would provide an opportunity for entities to procure products that offer platforms superior in performance, workflow solutions and significantly lower consumable costs. Supportive benefits also would include device manageability, reduced footprint, and environmental benefits. As a suggestion Group "A" could include B/W, Color/B&W and Color/B&W MFP.

No.

63. Section 3.4.1.2 – For walk-up or convenience copy jobs: finishing options are not generally required, making Margin Shift a less important feature. Can the Margin Shift requirement be removed from Convenience Copiers (Group A)?

No.

64. Sections 3.4.2.4 & 3.4.2.5 - Many customers do not require two media sources, and many GIS customers require larger prints that cannot be achieved in products with two media sources (i.e. 60"). Would it be possible to have this requirement removed and included as an option instead?

No.

65. Section 3.4.1.8 - Given that the new contract will be the primary vehicle for transactional copier, printer, and multifunction devices would there be consideration to amend the 11x17 paper size requirement? Category A & B if amended to include devices that do not support this paper size but include multifunction capabilities would provide an opportunity for entities to procure products that offer platforms superior in performance, workflow solutions and significantly lower consumable costs. Supportive benefits also would include device

manageability, reduced footprint, and environmental benefits. As a suggestion Group “A” could include B/W, Color/B&W and Color/B&W MFP.

No. See Question #62 above.

66. Section 5.4.2, Leasing, Rentals and Short Term Rentals (original RFP): This section states that at a minimum the following financial vehicles shall be offered. [Emphasis added]. Does this mean that rental offerings are required for a compliant RFP response? Vendors were notified at the NASPO Marketing event that this RFP would replace the Printer/MFD band for the WSCA-NASPO Computer contract; a rental requirement would eliminate the competition currently available on the 2009-2014 WSCA-NASPO Computer for vendors that do not have a rental option.

See Revisions to RFP above.

67. Section 5.4.2, Leasing, Rentals and Short Term Rentals (original RFP): This section notes a minimum requirement to include rentals. Would the State consider a response compliant if leasing is proposed without rental offerings?

See Revisions to RFP above.

68. In Section 5.4.2.8: Is it the intent of WSCA NASPO that the OEM vendor/manufacture bidding must also be the financial Lessor for all financial lease transactions? Can an OEM propose, without risk of the bid being deemed non-responsive, for participating end user(s) to establish a separate financial lease contract directly with a 3rd party financial institution instead of with the OEM awarded the Master Agreement? In Section 5.4.2.8, is it the intent of WSCA NASPO to have the vendor/manufacture be the Lessor for all transactions or would it be possible for a participating end user to sign a lease contract directly with a Lessor and not the manufacturer?

No.

69. Section 5.4.2.8 - If an Awarded Vendor has a separate Financial Subsidiary or Company that handles leasing transactions, can that Vendor propose that option for the purposes of this RFP and subsequent Master as approved by each Participating State?

Yes.

70. The Scope of the RFP indicates that MPS is excluded, interpreted to mean Managed Print Services. Will WSCA-NASPO continue the separate, State of New Mexico led WSCA-NASPO Managed Print Services Master Agreement (reference: 20-000-00-00040A-F) beyond the initial contract term expiration of August 31, 2015? Can a bidding OEM for RFP 3091 include an option for Managed Print Services, without risk of being deemed non-responsive?

No.

71. Generic Question: Can we negotiate / provide alternate pricing based on direct cost differences/adjustments required for Hawaiian installations?

No.

72. Generic Question: Will the State / user entity provide casualty insurance (risk of all or partial loss) while the equipment is in its possession?

No.

73. RFP Document Page 23, 3.3.6 Will the State / using Agency (Lessee) sign an acceptance certificate on receipt of the equipment to complete our transaction documentation?

The State and WSCA-NASPO choose not to respond.

74. Re question 31: Because 11x17 documents are to be treated as a single click, and 11 x 17 can use significantly more toner than normal, in order to keep regular pricing competitive, can the vendor reserve the option to bill for toner usage that far exceeds industry norms?

No.

75. Attachment D, 19, License of Pre-Existing Intellectual Property - This is highly unusual when it comes to software. Software licenses are not royalty free and there will be a big pushback anytime we present IP rights and usage to a 3rd party vendor. Please delete the words "royalty-free". Software license agreements with third party vendors are not 'royalty-free'. In addition, please remove the words "Intellectual Property" and change to read to "software".

The State and WSCA-NASPO choose not to respond.

76. RFP Document, Page 41, Section 5.3.3 - Can vendors charge for installation of co-term accessories? Adding an additional accessory after the initial installation would require an additional trip and technician time to install. Most accessories are at a low cost and may result in a loss for the vendor.

To be negotiated with the Purchasing Entity.

77. Group C - Typically on Wide Format equipment paper is available as an option. Per the RFP paper is not to be included. Does this mean we cannot bid paper at all, even as an option? If not, what do we advise the customers to do when they need paper, go open market?

No, paper is not included in this RFP. The Customer determines their own process for purchasing paper.

78. RFP Document Page 20, 3.1 Segments - Are the "Speed in Pages Per Minute" for Group A&B Color/B&W the minimum ppm for black and white or the color ppm? Some color models have different black and white vs color speeds.

Color.

79. RFP Document Page 26, 3.4.1.7 (c) – Please clarify if this needs to be 4 drawers OR 2,000-sheets or 4 drawers AND 2,000-sheets. And/or does not make sense. We recommend you make it just based on the 2,000-sheet paper capacity.

The State and WSCA-NASPO choose not to respond.

80. Amendment 1 - Section 3.1 Segments - We appreciate WSCA recognizing the need to separate Convenience Copiers vs Production Copiers. However, throughout the industry Print Production machines start at 60ppm for Color. In fact, most manufacturers do not have color machines, or many at all, above 90ppm. It is important for WSCA to add additional speed segments to Group B so that there are as many products available on this contract as possible.

Recommendation: Group B
Segment B3 - 60-69
Segment B4 - 70-79
Segment B5 - 80-90

No.

81. Amendment 1 Question 29 - As stated in the bid under Section 5.4.2.5 this is not evaluated or required. There is just enough time to complete all the WSCA price sheets, but this is a whole other pricing program, as if we are doing 2 completely different bid pricing structures in 1 RFP.

Per 5.4.2.5, D - This program should be specifically addressed with the State in their PA. There are very few States that use this program, but if more than 1 does want this program, their volumes, models, structure would more than likely not be the same from state to state. Also, under A it states we are to disclose the pricing methodology to the Customer.

Why would WSCA require us to complete these additional pricing sheets in our original bid in order to be considered for it later, especially since it's not evaluated? There is just enough time to complete all the WSCA price sheets, but this is a whole other pricing program, as if we are doing 2 completely different bid pricing structures in 1 RFP. We strongly suggest having the vendor submit in their proposal their willingness to offer an all-inclusive cpc program upon request via PA be acceptable, then we would provide the pricing for that specific State at that time. It does not appear as if the all-inclusive cpc price sheets were prepared with the intent of having the vendors complete them for the August 20th deadline. Please confirm this will be handled at the time of PA.

If the requirement to bid this upfront remains, then we will need to know the following information asap and will need additional time to complete the proposal, therefore an extension will need to be granted:

- a) What are the target volumes we should bid, as in the past the State's that use this program have set the volumes for all the vendors?
- b) We will need the terms and conditions surrounding the all-inclusive cpc, as this is necessary to determine pricing.
- c) What are the monthly volume ranges? Vendors would not determine what the States monthly volume ranges are? Even if the vendor chooses their own Target Volume, in no case would they ever determine the states monthly volume ranges for each segment.

The State and WSCA-NASPO choose not to respond.

82. Amendment 1, Page 2, Section 3.1 Segments - There is no longer an A6 & A9, however the price sheets still have these segments under the Configuration Cost. This needs to be revised.

See Revisions to RFP above.

83. Amendment 1, Page 13, Question 39 - As it was written originally, the survivability clause (3.3.10) seemed to apply to in place leases (i.e. “placements”) that had not reached their initial term when the Master contract expires. Which made sense. This clarification that has been provided is confusing. Are you saying now that if the Master Contract expires, for example, on 11/30/2019 that a State PA can survive beyond that date? How is that possible? This clause should only relate to in place leases continuing until they reach term, even if the contract expires.

The State and WSCA-NASPO choose not to respond.

84. Amendment 1 – Now that there is a new segment (A2), will you be updating the Device Configurations 3.4.1.7 to include Segment 2 specifications (should be the same as segment 3).

See Revisions to RFP above.

85. Amendment 1, Page 13, Question 42 - Since we may offer different discounts and add columns in each segment, can we also offer different maintenance pricing in the same segment and add columns to correspond with those same machines (i.e. 45, 55, 65 ppm hardware and maintenance can be different discounts and maintenance rates in the same segment)?

The State and WSCA-NASPO choose not to respond.

86. Amendment 1, Page 15, Question 57 - We understand that we must meet the requirements of 3.7.4.3, but this did not address our question. Can we charge for this service, and where do we include this pricing in our proposal?

No.

87. Amendment 1, Page 21, Question 93 - Answer states we are not to include our lease forms. However, page 59, 11.1.6 states that we must include our proposed lease purchase agreements and that the omission of these documents renders a proposal non-responsive. Since this has serious ramifications, it’s important that you are clear on this. Do we include our lease purchase (i.e. lease forms) with our bid submission or not?

Amendment 1 answer to Question #93 changes this requirement.

88. Amendment 1, Page 24, Question 112 - Did not address question. It states we must propose pricing. Where do we propose pricing for this service?

Contractor may put proposed pricing in price sheets under additional options and identify as such.

89. RFP Document, Section 5.4.2.3 – Although in Q/A #84 it states that the termination cap applies only to “service & supply base” one could read it to mean the buyout amount is limited by the cap on the financed amount. Can you please revise this section can be written to read: ““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.”

The State and WSCA-NASPO choose not to respond.

90. Amendment 1, Question 6 - Can equipment under lease only be rejected prior to acceptance but once accepted and a delivery & acceptance certificate is signed, there can be no rejection of the equipment? And incorporate this into the PA?

The State and WSCA-NASPO choose not to respond.

91. Amendment 1, Question 93 - "Are vendors able to submit their own leasing forms, as part of the bid submission, and if approved by the participating state, use the approved form as ordering documentation." The response to that was "No". What is the intent of that "No" response? Was it to indicate that it's up to the Participating Entity to outline that in the PA and for the Participating Entity to decide if that's how it will work or was that response to mean that a lease document is not to be used and this would be like a PO submitted as the lease document type of set up?

The State and WSCA-NASPO choose not to respond.

92. Amendment 1, Question 120 - Can the vendor assign, solely for financing purposes, our rights, title and interest to the equipment, the right to collect payment and the right to receive payment, but keep and continue to perform the service obligations under your s/m agreement and the WSCA terms and conditions.

No. See Question #56 above.

93. Amendment 1, Question 207 - What is the intent of that response regarding the question whether WSCA will accept under financing terms the lease documents taking precedence? What if a PA states that an entity can enter into a separate stand-alone lease agreement or that the lease takes precedence, would that not be acceptable?

No, it is not acceptable.

94. RFP 3091-11.4.2.8-Delivery, Inspection: Acceptance, Risk of Loss-Page 70 - Paragraph states- Contractor agrees to deliver the goods as indicated in the Contract, and upon acceptance by the State, title to the goods shall pass to the State unless otherwise states in the Contract.

Please change to read- Contractor agrees to deliver the goods as indicated in the contract, and upon successful delivery **and installation, the State shall accept the goods and** title shall pass to the state. **The customer may not unreasonably withhold acceptance once the machine has been installed and invoicing can begin upon installation.**

The way this is written is rather open ended and we would like it to be better defined

No.

95. RFP Document, Acronyms Definitions 2.1-Service Zones; Page 17 - *Please allow the following changes to the Service Zones- We need to better define rural and remote. "Outside" of 60 miles*

needs to have a define maximum. A remote area may have roads but may be too far for a vendor to reach within 4 hours or even 1 day.

Urban- Within a 60 mile radius of closest Service Base Location, within 60 miles of the State

Capital or within 60 mile radius of a Metropolitan Statistical Area.-No change requested
Rural-~~Outside~~Within a 60-120 mile radius from closest Service

Base Location, ~~the State Capital or a Metropolitan Statistical Areas.~~

Remote- Areas inaccessible via road from any Urban

or Rural Service Zone regardless of distance

or 120 miles from nearest servicing location.

We cannot guarantee service, service response times or uptime for remote areas as described above.

- a. 3. 3.5.12.3 Timeliness of Service RFP 3091 Page 33 of 99 Please Allow Language in Blue as this is standard industry practice-
- b. Urban Response Time-“Average” of 4 hours
- c. Rural Response Time-“Average” of 1 working day
- d. Remote Response Time-“Average” of 4 working days.

No, to all of the above.

96. RFP Document, 3.3.4-End of Term Notification, Page 22 - Please allow the following changes- Successful Vendors must notify a Customer in writing in 60-90 ~~90 days~~ prior to the end of any financing term or Service and Supplies term. Please note that this is a manual process for most vendors.

No.

97. RFP Document, 3.5.12.2 Service and Timeliness of service, Page 33 - Add language in blue 3.5.12.2 New orders for devices must be installed by the Awarded Vendor within 30 calendar days of order placement. Software related to the device must be installed within five (5) working days of the device installation. Excess installation time may be afforded by the Customer. Orders for equipment will be installed within 30 days of vendor’s receipt of the purchase order. Installation times may be slightly longer for Hawaii and Alaska or very remote locations

No.

98. RFP Document, 3.5.12.3, Page 33 - Please add language in blue- Moves, equipment pickups and equipment trade-ins must be accomplished in 30 days of receipt of request. Times may be longer in Alaska, Hawaii or very remote locations

No.

99. RFP Document, 3.3.7.2 Order of Precedence, Page 23 - Please allow the following revision to the Order of Precedence
- i. (Was F in RFP) Contractor's response to the Solicitation RFP #3091, as revised (if permitted) and accepted by the Lead State
 - ii. (Was A in RFP) A Participating State or Entity's unique terms and conditions as presented in the Participating Addendum;
 - iii. (Was B in RFP) The Executed WSCA-NASPO Master Agreement;
 - iv. (Was C In RFP) A Purchase Order issued against the Master Agreement;
 - v. (Was D in RFP) The State of Work;
 - ~~iv.~~ (Was E in RFP) The Solicitation RFP #3091, including all attachments and amendments and any Participating Entity terms and conditions attached as exhibits or attachments; ~~and~~

No.

100. If the state has accepted the vendor's exceptions and qualifications, then this should take precedent over other documents and exhibits as this is the final contract as negotiated and agreed to between vendor and WSCA Master Contract. Please revise order of precedence.

No.

101. RFP Document, 3.5.5.2 Billing and Invoicing, Page 31 - Please allow deletion of language in red--3.5.5.2. The Participating State or Entity and WSCA-NASPO may request at any point proof of the billing accuracy through the data set supporting the billing. If the Customer or WSCA-NASPO has reason to believe that multiple and systemic billing errors exist, that cannot be corrected to the Customer's or WSCA-NASPO's satisfaction; the Customer or WSCA-NASPO may require an audit by a third party approved in advance by Awarded Vendor. If errors are found, the Awarded Vendor must reimburse the Customer or WSCA-NASPO for ~~the cost of the auditor as well as correcting~~ any billing errors.

At a very minimum please allow: Awarded Vendor must reimburse the Customer or WSCA-NASPO for the **reasonable** cost of the auditor as well as correcting any billing errors.

No.

102. RFP Document, 3.5.6.3 Reporting, Page 32 - Please delete language in red, add in blue. 3.5.6.3 The Customer and WSCA-NASPO may request at any point proof of the reporting accuracy through the data set supporting the reporting, as defined above. If the Customer or WSCA-NASPO has reason to believe that multiple and systemic reporting errors exist, that cannot be corrected **per the terms of the awarded contract**, to ~~the Customer's or WSCA-NASPO's or satisfaction~~ **upon giving the vendor a 30 day notice to cure** ; the Customer or WSCA-NASPO may require an audit by a third party **approved in advance by Awarded Vendor**. If errors are found, the Awarded Vendor must reimburse the Customer or WSCA-NASPO for ~~the cost of the auditor as well as correcting~~ any administrative fee errors

At the very minimum please allow: If errors are found, the Awarded Vendor must reimburse the Customer or WSCA-NASPO for the **reasonable** cost of the auditor as well as correcting any administrative fee errors. In addition, "satisfaction" is arbitrary and subject to interpretation and should be deleted.

No.

103. RFP Document, 11.4.2.3 Infringement Indemnity through Section 11.4.2.8 Delivery; Inspection; Acceptance; Risk of Loss RFP 3091 Pages 68 and 69 - Add language in Blue/delete in red. This language is standard commercial industry practice-

11.4.2.3 Infringement Indemnity - **CONTRACTOR WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS FOR THE EQUIPMENT. CONTRACTOR MAKES NO OTHER WARRANTIES WHATSOEVER EXPRESS OR IMPLIED WITH REGARD TO THE EQUIPMENT, PRODUCTS, SERVICE, THE SOFTWARE INCLUDED WITH THE EQUIPMENT OR ITS INSTALLATION, AND MAINTENANCE, AND EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE**

11.4.2.4 Usage of Trade; Course of Dealings; Implied Warranties-Please add language in blue and delete in red as this is standard industry practice- **CONTRACTOR WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS FOR THE EQUIPMENT. CONTRACTOR MAKES NO OTHER WARRANTIES WHATSOEVER EXPRESS OR IMPLIED WITH REGARD TO THE EQUIPMENT, PRODUCTS, SERVICE, THE SOFTWARE INCLUDED WITH THE EQUIPMENT OR ITS INSTALLATION, AND MAINTENANCE, AND EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

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

11.4.2.5 Warranties Cumulative-Please delete language in red

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

11.4.2.6 Priority of Warranties

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

11.4.2.7 Beneficiaries of Warranties

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

11.4.2.8 Delivery; Inspection; Acceptance; Risk of Loss

No, to all of the above.

104. Contractor agrees to deliver the goods as indicated in the Contract, and upon acceptance by the State, title to the goods shall pass to the State unless otherwise stated in the Contract. The State shall have the right to inspect the goods on arrival and, within a commercially reasonable time, the State must give notice to Contractor of any claim or damages on account of condition, quality, or grade of the goods, and the State must specify the basis of the claim in detail. Vendor *will provide an acceptance period of three (3) days for customer to review equipment for specifications and conditions. After a unit has been installed for three (3) days, it will be deemed accepted by customer.* Acceptance of the goods is not a waiver of UCC revocation of acceptance rights or of any right of action that the State may have for breach of warranty or any other cause. Unless otherwise stated in the Contract, risk of loss from any casualty, regardless of the cause, shall be on Contractor until the goods have been *delivered.* ~~accepted and title has passed to the State.~~ If given any, the State agrees to follow reasonable instructions regarding return of the goods

No.

105. Attachment D, Master Terms, Item 2-Definitions Page 1 - Please add language in blue, as this is standard commercial industry practice:

Definitions:

Acceptance means a written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a Product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor. *Acceptance notification time shall not exceed 3 days from date of installation.*

No.

106. Attachment D-Master Terms and Conditions-13-Force Majeure Page 7 - Please add languages in Blue-monies have still been appropriated and payment of equipment should continue.

a) 13. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement. *Equipment payment obligations to the Vendor shall continue during Force Majeure. Service or maintenance obligations may be suspended during force majeure if equipment cannot be utilized.*

No.

107. Attachment D, Master Terms and Conditions-14 b-Indemnification, Page 7 - Please add language in blue, delete in red-14 b.

14-b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the ~~Product~~ **equipment leased or purchased under the final, mutually agreed upon agreement** or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

Attachment D-Master Terms and Conditions-14 b-Indemnification- *Add a number (2)*, Page 8 of 20. Please add the following paragraph-

2) This indemnity provision will not apply if such third party claims of intellectual property rights violations are caused by the Indemnified Party, its officers, directors, employees or agents using the equipment in such a way as to cause such infringement, including, but not limited to, using equipment or products other than Contractor products or using Contractor's equipment or products in an unauthorized manner

No.

108. Attachment D-Master Terms and Conditions-14 b-Indemnification, Page 8 of 20-(Was Item 2) in RFP - Please add language in blue, delete in red –

~~(2)~~**(3)** The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. ~~Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If~~ The Contractor ~~promptly and reasonably investigates and defends any Intellectual Property Claim,~~ it shall have control over the defense and settlement of it. ~~However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.~~ **The Indemnified Party** shall furnish, at the Contractor's reasonable request and the Indemnified Party's expense, information and assistance necessary for such defense. ~~If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.~~ **In the event the Indemnified Party does not provide Contractor with timely notice and the right to defend such claims, this indemnity provision shall not apply.** Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement ~~or in any other document executed in conjunction with this Master Agreement.~~

No.

109. Attachment D, Master Terms and Conditions, 19. License of Pre-Existing Intellectual Property, Page 10 of 20 - Please delete language in red, add in blue as this is standard commercial industry language-

Contractor grants to the Purchasing Entity a nonexclusive, ~~perpetual, royalty-free, irrevocable, unlimited~~ license to ~~publish, translate, reproduce, modify, deliver, perform, display, and dispose of~~ use the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it (“Pre-existing Intellectual Property”). The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Purchasing Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

No.

110. Attachment D-Master Terms and Conditions -25. Records and Audit a. Page 13 - Please Delete language in red, add in blue as Vendors could not provide their actual books, but could provide copies of their books and documents-

25. Records Administration and Audit.

a) The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe ~~photocopies~~ of Contractor's ~~books~~, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder

No.

111. Attachment D-Master Terms and Conditions 28-Standard of Performance and Acceptance Page 15 of 20 - Please delete language in red, add in blue as this is standard commercial industry practice Current Language as a thirty day acceptance period is too long, and greatly exceeds commercial practice acceptance periods for goods:

Finding contractor in breach for one order is an excessive and unreasonable penalty

Allowing purchasing to have sole determination that product does not meet performance specifications is similar to allowing an entity to cancel for convenience

1. 28. Any ~~standard of~~ performance under this Master Agreement applies to all Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be ~~thirty (30)~~ ~~three (3)~~ calendar days ~~or other time period identified in the solicitation or the Participating Addendum,~~ starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the ~~standard of performance~~ the manufacturer's performance specifications as awarded under the RFP, during the initial period of Acceptance Testing, Purchasing Entity may, ~~at its discretion,~~ continue Acceptance Testing on a day-to-day basis until the ~~standard~~

~~of performance~~ manufacturer's performance specifications as awarded under the RFP ~~is~~ are met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the ~~standard of performance~~ manufacturer's performance specification issue as awarded per the RFP issue(s). If after the cure period, the Product still has not met the ~~standard of performance,~~ manufacturer's performance specification as awarded per the RFP the Purchasing Entity may, ~~at its option:~~ (a) ~~declare Contractor to be in breach and~~ terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be accepted and no charges shall be paid until the manufacturer's performance specification as awarded per the RFP ~~standard of performance~~ is met. The warranty period will begin upon Acceptance

No.

112. Attachment D-Master Terms and Conditions -29 Warranty, Page 16 of 20 - Please delete language in red, add in blue:

29. Warranty - The Contractor warrants for 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 ~~with 15 days' notice to cure to Contractor, and failure of Contractor to bring product to factory and RFP specifications,~~ 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 ~~to perform of its essential purpose~~ per the factory and RFP specifications during the remainder of the warranty period, the Contractor will refund the full amount of any equipment payments that have been made ~~for the time period that the replacement machine did not meet the warranty requirements.~~ 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.

No.

113. RFP 3091, Page 30 of 99, Section 3.4.11.2-Lemon Clause Please remove this section- ~~If 25% or less of the device's useful life has been used up, the device must be replaced with a "new device". A "like for like" device may be used if 25% or more of the useful life of the device has been used up and the Customer agrees to the "like for like" exchange. Note: Prior~~

to the lease or purchase of a device, Contractor must provide Customer with the device's "Useful Life".

This clause would not apply to MFD's or printers. The useful life of these devices is not based on time alone, but rather the number of copies, usage and continual maintenance of the machine. It would be impossible for a vendor to predict this prior to the lease or purchase of a device. In addition, this is not standard commercial practice.

No.

114. Attachment E-Insurance Schedule Item b. (2) AND Attachment D-Master Terms Item b.(2) Please add language in blue: Contractor must comply with any applicable State workers Compensation or Employers Liability Insurance requirements. **Please allow vendors to add the following clarification: Vendor agrees that it shall be solely responsible for any deductibles carried on its workers' compensation policy.**

We ask this because the deductibles may vary by state, and we would like to be clear that regardless of the deductible amount, we will be responsible for it, as we cannot change our insurance policy to accommodate each state.

No.

115. Attachment E-Insurance Schedule Item d. AND Attachment D Master Terms Item d. Please add Clarification language in blue:

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 identified in the Request for Proposal as additional insured's, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection. **Please allow vendors to add the following clarification- Vendor agrees that its insurance policies and insurance certificates shall contain standard cancelation language. Vendor's insurance broker shall provide the Lead State with thirty (30) days written notice with regards to any material change, cancellation, non-renewal or expiration of coverage.**

The reason for this request is that we cannot modify our insurance policy standard cancellation language, but we can notify that lead state within 30 days if we have any change/expiration etc.

No.

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.