



**Enterprise Alternate Contract Source (ACS)  
No. 44100000-24-NASPO-ACS  
For  
Multi-Function Devices, Copiers, and Related Software and Services**

This Enterprise Alternate Contract Source No. **44100000-24-NASPO-ACS for Multi-Function Devices, Copiers, and Related Software and Services** ("Term Contract"), is between the **Department of Management Services** ("Department"), an agency of the State of Florida, located at 4050 Esplanade Way, Tallahassee, FL 32399; and **Konica Minolta Business Solutions U.S.A., Inc.** ("Contractor"), located at 100 Williams Drive, Ramsey, NJ, 07446; collectively referred to herein as the "Parties."

**WHEREAS**, section 287.042(16), Florida Statutes (F.S.) authorizes the Department to evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services.

**WHEREAS**, the Lead State of Colorado through NASPO, competitively procured Multi-Function Devices and Related Software, Services, and Cloud Solutions and executed contract No. Master Contract No. 187962, Multi-Function Devices and Related Software, Services, and Cloud Solutions ("Master Contract"), with the Contractor; and

**WHEREAS**, pursuant to section 287.042(16), F.S., the Secretary evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the state.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Term and Effective Date.**

The Master Contract became effective on August 1, 2024, and its term currently ends on July 31, 2026. The Master Contract has three (3) years of renewals available. This Term Contract will become effective on August 1, 2024 or on the date signed by all Parties, whichever is later. This Term Contract will expire on July 31, 2026 unless terminated earlier or renewed in accordance with Exhibit B, Enterprise Standard Terms and Conditions.

**2. Order of Precedence.**

This contract document and the attached exhibits constitute the Term Contract and the entire understanding of the Parties. This contract document, Exhibits A, B, C, and D constitute the Participating Addendum to the Master Contract and modify or supplement the terms and conditions of the Master Contract. All exhibits listed below are incorporated into this Term

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Contract by reference herein. In the event of a conflict, the following order of precedence shall apply:

- a) This contract document
- b) Exhibit A, Additional Terms and Conditions to the Enterprise Contract
- c) Exhibit B, Enterprise Standard Terms and Conditions
- d) Exhibit C, PUR 7801
- e) Exhibit D, Florida Post-Hoc Lease-Cancellation (FLPL) Schedule for Konica Minolta Business Solutions, U.S.A., Inc.
- f) Exhibit E, Master Contract (including any amendments to the Master Contract made prior to the effective date of this Term Contract and any subsequent amendments to the Master Contract that are added to this Term Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Contract, such citation or reference shall be replaced by the comparable Florida law or regulation.

**3. Purchases off this Contract.**

Upon execution of this Term Contract, agencies, as defined in section 287.012, F.S., may purchase products and services under this Term Contract. Any entity making a purchase off of this Term Contract acknowledges and agrees to be bound by the terms and conditions of this Term Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Term Contract.

**4. Primary Contacts.**

**Department's Contract Manager:**

Christopher McMullen  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 360  
Tallahassee, Florida 32399  
Telephone: (850) 922-9867  
Email: [christopher.mcmullen@dms.fl.gov](mailto:christopher.mcmullen@dms.fl.gov)

**Contractor's Contract Manager:**

Sunny Kim  
Konica Minolta Business Solutions U.S.A., Inc.  
1595 Spring Hill Road, Suite 140  
Vienna, VA 22182  
Phone: 703-760-3588  
Email: [skim@kmbbs.konicaminolta.us](mailto:skim@kmbbs.konicaminolta.us)

**Enterprise Alternate Contract Source (ACS)  
No. 44100000-24-NASPO-ACS  
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Either party may notify the other by email of a change to a designated Contract Manager providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

**5. Modifications.**

Unless otherwise stated in the Term Contract, any amendments to this Term Contract must be in accordance with Exhibit B, Enterprise Standard Terms and Conditions. If amendments are made to the Master Contract after the effective date of this Term Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Term Contract, enter into a written amendment with the Department in accordance with Exhibit B, Enterprise Standard Terms and Conditions.

**IN WITNESS THEREOF**, the Parties hereto have caused this Term Contract to be executed by the undersigned duly authorized undersigned officials.

**State of Florida:  
Department of Management Services**

**Contractor:  
Konica Minolta Business Solutions U.S.A.,  
Inc.**

DocuSigned by:  
*Pedro Allende*  
By: \_\_\_\_\_  
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DocuSigned by:  
*Sam Errigo*  
By: \_\_\_\_\_  
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**Name:** Pedro Allende

**Name:** Sam Errigo

**Title:** Secretary

**Title:** CEO

**Date:** 11/26/2024 | 2:35 PM EST

**Date:** 11/26/2024 | 9:09 AM EST



## EXHIBIT A

### ADDITIONAL TERMS AND CONDITIONS TO THE ENTERPRISE CONTRACT

The Contractor and Customers acknowledge and agree to be bound by the terms and conditions of the Term Contract, which includes the Enterprise Standard Terms and Conditions and these Additional Terms and Conditions to the Enterprise Contract.

**The following subsections are added to the Enterprise Standard Terms and Conditions (Exhibit B):**

#### **SECTION 18: PUNCHOUT CATALOG AND ELECTRONIC INVOICING.**

The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Term Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the Customer through one of the mechanisms as listed below:

- 1) EDI (Electronic Data Interchange)  
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.
- 2) PO Flip via AN  
This online process allows Contractors to submit invoices via the AN for catalog and non-

catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the Products made available by the Contractor under the Term Contract.

#### **SECTION 19: FINANCIAL CONSEQUENCES.**

Failure to comply with the requirements of the Term Contract will result in the imposition of financial consequences. The following financial consequences will apply for the Contractor's failure to meet the performance metric standard and due date corresponding with the deliverables under the Term Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Term Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Term Contract.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Term Contract performance and every month or quarter, respectively, thereafter.

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**Financial Consequences Chart**

<b>Deliverable</b>	<b>Performance Metric</b>	<b>Performance Due Date</b>	<b>Financial Consequence for Non-Performance /Not Received by the Contract Manager</b>
Contractor will timely submit complete Term Contract Quarterly Sales Reports	All Term Contract Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30 <sup>th</sup> calendar day after the close of each State fiscal quarter	\$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15 <sup>th</sup> calendar day after the end of each month	\$100 per day late

**No favorable action will be considered when Contractor has outstanding Term Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that are required under this Term Contract.**

**SECTION 20: LEASE AGREEMENTS.**

- a. Equipment leases are subject to the Terms and Conditions as set forth in the NASPO Master Agreement, Exhibit A, Section III A-F, except as provided in subsection g., “Early Termination for Convenience of Straight Leases.”
- b. Contract users will not sign lease agreements. The purchase document referencing Master Agreement number 187962 and Contract number 44100000-24-NASPO-ACS will be sufficient.
- c. To initiate a lease, Purchasing Entity may issue a Purchase Order (“PO”) and reference the type of lease (FMV, Capital Lease or Straight Lease) on the PO or may simply sign other transactional documents deemed acceptable to the parties.
- d. Assignment: Contractor may assign, solely for financing purposes, upon written notification to and subsequent approval by the State of Florida, their right title and interest in and to: (i) the Products subject to the Lease Agreement; (ii) all payments and other amounts due and to

become due thereunder with respect to the Products; and (iii) all rights and remedies under this Contract with respect to the Products, such payments and other amounts due. Any such assignment, however, does not excuse Contractor from fulfilling their obligations outlined in the terms and conditions of either the NASPO ValuePoint Master Contract #187962 or the Contract. Contractor intends to assign, solely for financing purposes, rights as set forth immediately above and this paragraph constitutes the required written notification to the State of Florida.

All lease programs must remain with the Contractor, Contractor's leasing partners, or third-party financial institutions throughout the term of the agreement.

- e. End of Term Notification: Contractor must notify a Purchasing Entity, in writing, of their End of Term options at least sixty (60) to ninety (90) days prior to the end of any Initial Lease Term. Such notification may include, but not be limited to, the following:
  - i. Any acquisition or return options, based on the type of lease agreement;
  - ii. Any renewal options, if applicable; and/or
  - iii. Hard drive removal and surrender cost, if applicable.
- f. End of Term Options: If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Equipment, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Equipment, the Initial Lease Term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged.
- g. Early Termination for Convenience of Straight Leases: If a Purchasing Entity terminates a Straight Lease for convenience, the Purchasing Entity must pay, within a maximum of 60 calendar days after the requested termination, the difference of rates between the Straight Lease period which was selected at the time of order and the longest Straight Lease term which was fulfilled multiplied by the number of months the Purchasing Entity held the device.

**For example:** a Purchasing Entity leases item number A7AK019 at a price of \$1,796.31 for the 60-month Straight Lease rate of 0.02530 times \$1,796.31, or \$45.45 per month, but wishes to Terminate for Convenience after 33 months. The Purchasing Entity will pay the difference calculated by taking the Rate of the longest Straight Lease term which was fulfilled (in this instance, the 24-month rate, which is 0.05540) times the number of months the device was held by the Purchasing Entity (33) times the price of the Unit (\$1,796.31), and then subtracting from that number the payments already made. In this instance, the payment calculation would be  $(0.05540 * 33 * 1,796.31) - (0.02480 * 33 * 1,796.31) = (3,284.01) - (1,470.10) = \$ 1,813.91$ .

If a Purchasing Entity wishes to terminate a Straight Lease for convenience before the term of the shortest Straight Lease offered by the Contractor, the Purchasing Entity will convert the Straight Lease to the Florida Post-Hoc Lease-Cancellation Rate (FLPL Rate) and pay, within a maximum of 60 calendar days after the requested termination, the difference between the rate of the Straight Lease period which was selected by the Purchasing Entity at the time of

order and the FLPL Rate multiplied by the number of months the Purchasing Entity held the device.

**For example:** a Purchasing Entity leases item number A7AK019 at a price of \$1,796.31 for the 60-month Straight Lease rate of 0.02530 times \$1,796.31, or \$45.45 per month, but wishes to Terminate for Convenience after 12 months. The Purchasing Entity will pay the difference calculated by taking the FLPL Rate (0.1000) times the number of months the device was held by the Purchasing Entity (12) times the price of the Unit (\$1,796.31), and then subtracting from that number the payments already made. In this instance, the payment calculation would be  $(0.1000 * 12 * 1,796.31) - (0.02480 * 12 * 1,796.31) = (2,155.57) - (534.58) = \$1,620.99$ .

## **SECTION 21: PRODUCT INSTALLATION & INVOICING.**

Unless otherwise agreed to by both parties, signing the delivery and acceptance (“D&A”) certificate constitutes Acceptance of the Device(s) and allows Contractor to invoice for the Device(s). Failure to sign the D&A or reject the Device(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity.

Contractor will provide timely billing and Purchasing Entity will notify Contractor, in writing, of any billing concern. In order for Contractor to generate accurate service invoices, Purchasing Entities shall provide meter reads within the Contractor(s) requested timeframe.

Invoices that are generated without receiving the proper meter-read information from the Purchasing Entity will not be considered inaccurate.

The Purchasing Entity shall provide written notice of any alleged invoicing issue(s) and the Contractor will be allowed a thirty (30) day cure period to address any such issue. Failure on the Contractors part to maintain accurate meter read invoicing shall result in a \$25.00 per instance credit on the following month’s service invoice.

## **SECTION 22: NOT SPECIFICALLY PRICED (“NSP”) OPEN MARKET ITEMS.**

Not Specifically Priced (NSP) items compliment or enhance the Products and/or Services offered under the resulting Master Contract, and may be purchased as a stand-alone option. NSP items will not include:

- i. Interactive White boards;
- ii. Computers, monitors, or other related items;
- iii. Fax machines;
- iv. Kiosks
- v. Overhead Projectors; and
- vi. Cameras.

NSP items may only be acquired through the Contractor or their Authorized Dealers and must be reported quarterly with all other sales under the resulting Master Contract. NSP items must be priced at a minimum discount of 15% from MSRP or List Price. The maximum allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.

### **SECTION 23: SHOWROOM EQUIPMENT.**

Upon request by a Purchasing Entity, showroom Equipment for Groups A and B may be converted to a purchase, lease, providing the following conditions are met:

- a. The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined); and
- b. The Device must be discounted by at least 5% off the Master Contract pricing for that same Device; and
- c. The Purchasing Entity and the Contractor must indicate on the Order that the Device is a showroom model.

### **SECTION 24: SOFTWARE.**

Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals, unless otherwise agreed to in an Order. Purchasing Entities shall have the option to finance software subscriptions by utilizing Contractor lease rates. Notwithstanding the foregoing, in the event of a conflict in language between an end user license agreement (EULA) and the Master Contract, the language in the Master Contract will supersede and control, unless otherwise agreed to by a Participating State or Entity. In addition, any language in a EULA which violates a Participating State's constitution or a statute of that state; or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect.

### **SECTION 25: MAINTENANCE SERVICE LEVEL AGREEMENTS.**

Purchasing Entities are subject to the Contractor's Standard Service Levels as outlined in the Master Contract, Contractor's Supplemental Documents, or as otherwise negotiated by the Participating State or Entity.

### **SECTION 26: MANAGED PRINT SERVICES ("MPS") LEVEL AGREEMENT.**

Purchasing Entities are subject to the Contractor's "Konica Sample MPS Statement of Work" provided in Master Contract as Attachment 15, or a similar format approved by both parties. Contractor may not provide MPS maintenance or repair Services on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless they have a written agreement with the Manufacturer to do so. All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, which must be approved by both parties prior to the initiation of any engagement

## **SECTION 27: CONTRACT PRODUCT OFFERINGS.**

The following Products and Services are included in this contract portfolio:

- Group A – MFD, A3
- Group B – MFD, A4
- Group C – Production Equipment
- Group D – Single-function Printers
- Group E – Large/Wide Format Equipment
- Group F – Scanners
- Group G – Software
- Group H – Consumable Supplies
- Group I - Managed Print Services (MPS)
- Sub-Group G1 – Software Related Services
- Sub-Group C1 – Standalone Production Devices
- Sub-Group C2 – Industrial Print Equipment
- Sub-Group D1 – Specialty Printers
- Accessories for Discontinued Base Units
- Maintenance Services for new, remanufactured, refurbished, and legacy devices

**The corresponding subsections of the Enterprise Standard Terms and Conditions (Exhibit B) referenced below are replaced in their entirety with the following:**

### **Section 5.2: Purchase Submission.**

For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.

#### **All orders should contain the following:**

- (1) "PO subject to NASPO ValuePoint Master Contract #187962 & State Contract #44100000-24-NASPO-ACS"
- (2) Purchaser's Address, Contact, & Phone-Number
- (3) Purchase order amount
- (4) Type of Lease and monthly payment
- (5) Itemized list of accessories
- (6) Service program and rates
- (7) Attached SOW Template if applicable.

**Section 7.4.1: Subcontractors.**

The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: [Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services \(myflorida.com\)](#) The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of an affiliate, partner, subcontractor, reseller, distributor, or dealer. The Contractor is responsible for ensuring that its affiliates, partners, subcontractors, resellers, distributors, and dealers providing commodities and performing services in furtherance of the Contract do so in compliance with the terms and conditions of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.

All Contractors and resellers authorized in the State of Florida are listed in the Contractor's Authorized Dealer List, which is available on the NASPO ValuePoint website, and in the Contractor's Authorized Resellers List, which is available on the DMS State Contracts and Agreements website, and are approved to provide sales and service support, to participants in the NASPO ValuePoint Master Contract. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Contract and this Contract.

**Section 10.7 Indemnification.**

For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property to the extent caused by Contractor's negligence or greater culpability. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its subdivisions to suit by third parties.

## **SECTION 13. DATA SECURITY.**

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. The Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a Security Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within three (3) business days of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other current state and federal rules and regulations regarding security of information.

**For purposes of this Contract, the corresponding subsections of the PUR 1000 referenced below are replaced in their entirety with the following:**

### **Section 5, subsection h.: Risk of Loss.**

Until acceptance, the risk of loss or damage will remain with the Contractor. The Contractor shall file, process, and collect all damage claims. To assist the Contractor with damage claims, the Customer shall (i) record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; (ii) report damages to the carrier and the Contractor; and (iii) provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. If the Customer rejects a Product, the Contractor shall remove it from the premises within thirty (30) Business Days after notification of rejection. Upon rejection notification, the risk of loss of a rejected or nonconforming Product will remain with the Contractor. Rejected Product not removed by the Contractor within thirty (30) Business Days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of it as its own property. The Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of a rejected Product.

### **Section 8, subsection g.: Limitation of Liability.**

For all claims against the Contractor under the Contract, and regardless of the basis on which the claim is made, the Contractor's aggregate liability for direct damages under the Contract will be limited to the greater of \$250,000 or in aggregate one and one-half (1.5) times the total payments made by the State to Contractor for the products or services in question in the twelve (12) months

immediately preceding the first occurrence of the event giving rise to such liability. This limitation will not apply to any claim arising under an indemnity provision of the Contract or any provision of the Contract relating to insurance required to be provided by the Contractor. Unless otherwise specifically enumerated in the Contract, no party will be liable to the other for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party will be liable for lost profits, lost revenue, or lost institutional operating savings.

For damages other than those excluded in the preceding paragraph, the Customer's liability is limited to: 1) if the damage is the Customer's failure to pay amounts due to the Contractor for Products received and accepted by the Customer pursuant to the Contract, then only the amount due for such Products and any interest owed under section 215.422, F.S.; or 2) in the event the damage is not related to the Customer's failure to comply with the payment provisions of the Contract, to the maximum of the limited waiver of sovereign immunity provided for in section 768.28, F.S.

# EXHIBIT B



## ENTERPRISE STANDARD TERMS AND CONDITIONS

**These Enterprise Standard Terms and Conditions set forth the terms and conditions regarding the administration of the Term Contract, including the provision of Products to Customers. Customer specific terms for purchases off this Term Contract shall be set forth in the Customer specific agreement.**

## SECTION 1. DEFINITIONS

Capitalized terms used herein are defined as follows:

**“Attachments”** means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

**“Business Days”** means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes (“F.S.”).

**“Contractor”** means the person or entity that is a party to the Term Contract and is offering Products for purchase.

**“Customer”** means the agency, as defined in section 287.012, F.S., or eligible user, as defined in Rule 60A-1.001, Florida Administrative Code (“F.A.C.”), that makes a purchase off the Term Contract. For the avoidance of doubt, this also includes the Department when it purchases off the Term Contract.

**“Department”** means the Department of Management Services, an agency as defined in section 287.012, F.S., responsible for the administration of this Term Contract.

**“Enterprise Alternate Contract Source”** means a contract authorized pursuant to section 287.042(16), F.S., or approved pursuant to section 287.057(3)(b), F.S., for statewide use.

**“Product”** means any deliverable under the Term Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. “Product” does not include, and no State funding under the Term Contract is being provided for, promoting, advocating for, or providing training or education on “Diversity, Equity, and Inclusion” (“DEI”). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual’s action is inherently, unconsciously, or implicitly biased on the basis of such classification.

**“State”** means the State of Florida

**“State Term Contract”** means a term contract that is competitively procured by the department pursuant to section 287.057, F.S. and that is used by agencies and eligible users pursuant to section 287.056, F.S.

**“Term Contract”** means the legally enforceable term contract, as defined in section 287.012, F.S., between the Department and Contractor to which these Enterprise Standard Terms and Conditions apply, including all Attachments thereto. The Term Contract is either a State Term Contract or an Enterprise Alternate Contract Source.

## SECTION 2. CONTRACT AMENDMENT

**2.1 Amendment.** The Term Contract contains all the terms and conditions agreed upon by the parties. Unless otherwise stated in Term Contract, the Term Contract may only be amended upon mutual written agreement signed by the parties. No oral agreements or representations will be valid or binding upon the Department or the Contractor. Unless explicitly agreed to by the Department in the Term Contract, no unilateral alteration or modification of the Term

Contract terms, including substitution of Product, will be valid or binding against the Customer.

The Department and Contractor may modify the Term Contract to alter, add to, or deduct from the Term Contract specifications, provided that such changes are within the general scope of the Term Contract. The parties may make an equitable adjustment in the Term Contract price or delivery date if the change affects the cost or time of performance.

### **SECTION 3. CONTRACT CONSTRUCTION AND ADMINISTRATION**

**3.1 Construction.** Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Term Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Term Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

Unless the context requires otherwise, whenever the masculine is used in the Term Contract, the same will include the feminine and whenever the feminine is used herein, the same will include the masculine. Unless the context requires otherwise, whenever the singular is used in the Term Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "\$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Term Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Term Contract to the same extent as if they were set forth verbatim herein.

**3.2 Administration.** Execution in Counterparts. The Term Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

**3.2.1 Notices.** Where the term "written notice" is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) email (with confirmation of receipt) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iii) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, the Contractor shall deliver all notices to the Department's Contract Manager and the Department shall deliver all notices to the Contractor's Contract Manager.

3.2.2 **Severability.** If a court deems any non-material provision of the Term Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Term Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

3.2.3 **Waiver.** The delay or failure by the Department to exercise or enforce any of its rights under the Term Contract will not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

3.2.4 **Survivability.** The Term Contract and any and all promises, covenants, and representations made herein are binding upon the parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Term Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, reporting, and public records, will survive termination or expiration of the Term Contract.

3.2.5 **Third Party Beneficiaries.** The parties acknowledge and agree that the Term Contract is for the benefit of the parties hereto. The Term Contract is not intended to confer any legal rights or benefits on any other party, except such rights and benefits associated with a purchase made by a Customer off this Term Contract.

#### **SECTION 4. CONTRACT TERM, SUSPENSION, AND TERMINATION.**

4.1 **Term.** The initial term will begin on the date set forth in the Term Contract documents or on the date the Term Contract is signed by all parties, whichever is later.

Upon written agreement, the Department and the Contractor may renew the Term Contract in whole or in part only as set forth in the Term Contract documents, and in accordance with section 287.057(13), F.S. No costs may be charged for the renewals.

#### **4.2 Suspension of Work and Termination.**

4.2.1 **Suspension of Work.** The Department may, in its sole discretion, suspend any or all activities under the Term Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Term Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

4.2.2 **Termination for Convenience.** The Term Contract may be terminated by the Department, by written notice to the Contractor thirty (30) calendar days in advance, in whole or in part at any time, when the Department determines in its sole discretion that it is in the Department's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete

the continued portion of the Term Contract, or a continued purchase off the Term Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits. If the Term Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of any Customer contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

- 4.2.3 **Termination for Cause.** The Department may terminate the Term Contract if the Contractor fails to (i) on multiple occasions, timely deliver Products purchased by Customers, (ii) on multiple occasions, maintain adequate progress on Customer purchases, thus endangering performance, (iii) honor any term of the Term Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Department may, at its sole discretion, (i) immediately terminate the Term Contract, (ii) notify the Contractor of the deficiency and require that the deficiency be corrected within a specified time, otherwise the Term Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Department. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform, unless the subcontracted Products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Term Contract. The Customer will notify the Department of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

- 4.2.4 **Termination for Non-Compliance with E-Verify.** Pursuant to section 448.095(5)(c)1., F.S., the Department shall terminate the Term Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Department has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Department shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- 4.2.5 **Termination Related to Statutory Certifications.** At the Department's option, the Term Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Term Contract based on the statutory provisions referenced therein.

4.2.6 **Termination for Refusing Access to Public Records.** In accordance with section 287.058, F.S., the Department may unilaterally terminate the Term Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Term Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

## **SECTION 5. PURCHASES OFF THE TERM CONTRACT.**

5.1 **Purchases.** By executing the Term Contract, the Contractor agrees to allow Customers to make purchases off the Term Contract. Purchases from Customers other than the Department are independent of the agreement between the Department and the Contractor, and the Department shall not be a party to such transaction. Customers' purchases off the Term Contract are limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.

5.2 **Purchase Submission.** For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.

5.3 **Terms.** The terms of the Form PUR 1000, General Contract Conditions, incorporated in Rule 60A-1.002, F.A.C., and linked here <http://www.flrules.org/Gateway/reference.asp?No=Ref-16731>, are hereby incorporated by reference herein and will apply to all purchases made by a Customer off the Term Contract. The Customer may attach additional terms and conditions specific to its particular purchase made off the Term Contract, which are considered Special Conditions. The term "Special Conditions" does not include any Contractor-provided documents, including attachments or standard preprinted forms, service agreements, end user agreements, product literature, or "shrink wrap" terms accompanying or affixed to a Product, whether written or electronic, or terms incorporated onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Any Customer Special Conditions shall not become a part of the Term Contract.

5.3.1 **Term.** The term of the Customer purchase off the Term Contract will be as specified in the purchase, except that if renewals of the purchase are permitted, the Customer and Contractor shall not renew the purchase if the Term Contract expires prior to the effective date of the renewal. Any existing term of a purchase off the Term Contract shall not extend more than forty-eight (48) months beyond the end of the Term Contract. However, if an extended pricing plan offered in the Term Contract is agreed upon by the Customer and Contractor and extends more than forty-eight (48) months beyond the end of the Term Contract, the agreed upon extended pricing plan terms shall govern the maximum duration of the purchase. The Contractor is required to fulfill timely purchases that extend performance beyond the Term Contract term even when such extended delivery will occur after expiration of the Term Contract. For such purchases, all terms and conditions of the Term Contract shall survive the termination or expiration of the Term Contract and apply to the Contractor's continued performance.

5.3.2 **Additional Requirements.** All Customer purchases off the Term Contract shall

contain the Term Contract name and number and shall be placed by the Customer. Delivery or furnishing Products shall not occur until the Customer executes their contract or transmits the purchase order, as defined in Rule 60A-1.001, F.A.C.

**SECTION 6. PAYMENT AND FEES.**

**6.1 Pricing.** The Contractor shall not exceed the pricing set forth in the Term Contract documents.

**6.2 Best Pricing Offer.** During the term of the Term Contract, if the Department or Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a Product outside the Term Contract, but upon the same or similar terms of the Term Contract, then the Department or Customer may request that the Contractor immediately reduce to the lower price.

**6.3 Price Decreases.** The following price decrease terms will apply to the Term Contract:

**6.3.1 Quantity Discounts.** The Contractor may offer additional discounts for one-time delivery of large single orders. The Customer should seek to negotiate additional price concessions on quantity purchases of any Products offered under the Term Contract.

**6.3.2 Sales Promotions.** In addition to decreasing prices for the balance of the Term Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. If conducting a sales promotion, the Contractor must submit documentation to the Department's Contract Manager identifying the proposed: (1) starting and ending dates of the promotion, (2) Products involved, and (3) promotional prices compared to then-authorized prices. The Contractor shall provide notice to Customers of the promotion and shall make the promotional prices available to all Customers.

**6.3.3 Equitable Adjustment.** The Department may, in its sole discretion, make an equitable adjustment in the Term Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Term Contract would result in a substantial loss.

**6.4 Purchase Prerequisites.** The Contractor may be required to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders. The Contractor must ensure that entities receiving payment directly from Customers under this Term Contract must have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations ([www.sunbiz.org](http://www.sunbiz.org)), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>).
- Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)

**6.5 Transaction Fees.** The State of Florida, through the Department of Management Services,

has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.

- 6.6 Exclusivity.** The Term Contract is not an exclusive license to provide the Products described in the Term Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

## **SECTION 7. PERFORMANCE**

- 7.1 Warranty of Ability to Perform.** Upon the effective date of the Term Contract, and each year on the anniversary date of the Term Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Term Contract obligations.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Term Contract (including potential inability to renew the Term Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Term Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Department of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

- 7.2 Further Assurances.** The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Term Contract, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Term Contract and to carry out its provisions. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.
- 7.3 Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Term Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of

the Term Contract, unless the Department expressly waives such secondary liability. The Department may assign the Term Contract with prior written notice to Contractor of its intent to do so.

**7.4 Employees, Subcontractors, and Agents.**

7.4.1 **Subcontractors.** The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department’s website: [Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services \(myflorida.com\)](https://myflorida.com). The use of the term “subcontractor” may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of the Term Contract, the Contractor acknowledges that it will not be released of its contractual obligations to Customers because of any failure of a subcontractor. The Contractor is fully responsible for satisfactory completion of all work performed under the Term Contract. The Contractor’s use of a subcontractor not approved by the Department will be considered a material breach of the Term Contract.

7.4.2 **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department or the State and are not entitled to the benefits of Department or State employees. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Term Contract.

7.5 **Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, lightning strikes, fires, floods, or other similar cause wholly beyond the Contractor’s control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR’S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Department. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on Contractor’s untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Term Contract price or payment of any kind from the Department for direct, indirect, consequential, impact, or other costs, expenses, or damages, including costs of acceleration or inefficiency, arising

because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection, the Department may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Term Contract as the Department deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Department or State, in which case the Department may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to Products subjected to allocation; or (ii) terminate the Term Contract in whole or in part.

## **SECTION 8. CONTRACT MANAGEMENT**

**8.1 Department's Contract Manager.** The Department's Contract Manager for the Term Contract, who is primarily responsible for the Department's oversight of the Term Contract, will be identified in a separate writing to the Contractor upon Term Contract signing in the following format:

Department's Contract Manager Name  
Department's Name  
Department's Physical Address  
Department's Telephone #  
Department's Email Address

**8.2 Contractor's Contract Manager.** The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Term Contract performance, will be identified in a separate writing to the Department upon Term Contract signing in the following format:

Contractor's Contract Manager Name  
Contractor's Name  
Contractor's Physical Address  
Contractor's Telephone #  
Contractor's Email Address

Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

## **SECTION 9. COMPLIANCE WITH LAWS.**

**9.1 Conduct of Business.** The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Term Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Term Contract will be used in violation of any state or federal law, including, but not limited to, 8 U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Department may terminate the Term Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

If the requirements of the Term Contract conflict with any governing law, codes or regulations, the Contractor shall notify the Department in writing and the parties shall amend the Term Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products offered under the Term Contract, the Contractor shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Term Contract at no further expense to the Department.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a Customer's continuing oversight team for purchases off this Term Contract.

**9.2 Integrity.** In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

## **SECTION 10. DISPUTES AND LIABILITIES.**

**10.1 Dispute Resolution.** Should any disputes arise between the Department and the Contractor with respect to the Term Contract, the Contractor and the Department shall act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Exhaustion of this administrative remedy detailed in the Dispute Resolution Process contemplated in this Term Contract is an absolute condition precedent to the Contractor's ability to seek other remedies related to the Term Contract.

### **10.2 Dispute Resolution Process.**

- (a) Department Review. The parties shall resolve disputes through written submission of their dispute to the Department's Contract Manager. The Department shall respond to the dispute in writing within ten (10) Business Days from the date that the Department's Contract Manager receives the dispute. The Department's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Department's decision. If a party disagrees with the Department's decision, the party may proceed to subsection (b) below.
- (b) Meeting between the Principals. If either party disagrees with the Department's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Department, the Department head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10) Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting.
- (c) Mediation. If the dispute is not resolved through a meeting of the Principals, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed

within 100 calendar days from receipt of the Department's decision, then either party may seek other remedies.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) - (b), if mediation is not agreed to), either party may pursue any other remedies.

- 10.3 Contractor's Obligation to Perform While Disputes are Pending.** The Contractor shall proceed diligently with performance under the Term Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Term Contract and shall comply with directions to perform from the Department. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Term Contract which is separate and apart from any other dispute.
- 10.4 Governing Law and Venue.** The Term Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Term Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the terms of the Term Contract.
- 10.5 Remedies Cumulative.** No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative, and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.
- 10.6 JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHT TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW IN OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE TERM CONTRACT OR ITS SUBJECT MATTER.**
- 10.7 Indemnification.** For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its subdivisions to suit by third parties.

## **SECTION 11. MISCELLANEOUS.**

**11.1 Department of State Registration.** Consistent with Title XXXVI, F.S., if the Contractor asserts status other than that of a sole proprietor, it must provide the Department with i) conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity; ii) a certificate of authorization if a foreign business entity; or iii) if exempt from the registration requirements, a basis for such exemption.

**11.2 Time is of the Essence.** Time is of the essence regarding every obligation of the Contractor under the Term Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

**11.3 Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by the Contractor. Such purchases are independent of the Term Contract between the Department and the Contractor, and the Department is not a party to these transactions.

## **SECTION 12. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.**

**12.1 General Record Management and Retention.** The Contractor shall retain all records that were made in relation to the Term Contract for the longer of five (5) years after expiration of the Term Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>.

**12.2 Identification and Protection of Confidential Information.** Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law ("Confidential Information"), the Contractor shall mark as "confidential" each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as "confidential," or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record "confidential" and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department (or any other State agency).

In the event of a public records request, to which records the Contractor marked as "confidential" are responsive to the request, the Department shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as "confidential" but

failed to provide a Contractor-redacted copy to the Department, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If the Department provides a Contractor-redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Department shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Contractor shall provide written notice to the Department of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department is requested or compelled in any legal proceeding to disclose documents that are marked as "confidential" (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor's sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as "confidential" or fails to provide a redacted copy that may be disclosed, the Department may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys' fees, at both the trial and appellate levels, arising from or relating to the Contractor's determination that its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Contractor's redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney's fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Department may make as to such claim, and the Contractor agrees to reimburse the Department for the expense, including reasonable attorney's fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Contractor's Confidential Information. The Department will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

**12.3 Public Records Requirements Pursuant to Section 119.0701, F.S.** Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under the Term Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

- i. Keep and maintain public records required by the Department to perform the service.
- ii. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Term Contract term and following the completion of the Term Contract if the Contractor does not transfer the records to the Department.
- iv. Upon completion of the Term Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Term Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS TERM CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT [PUBLICRECORDS@DMS.FL.GOV](mailto:PUBLICRECORDS@DMS.FL.GOV), (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.**

**12.4 Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Term Contract without prior written approval from the Department, including mentioning the Term Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Term Contract or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a party to the Term Contract, except potential or actual Customers or authorized distributors, dealers, resellers, or service representatives.

**12.5 Intellectual Property.**

12.5.1 **Ownership.** Unless specifically addressed otherwise in the Customer's contract, the State of Florida shall be the owner of all intellectual property rights to all new property created or developed in connection with the Customer's contract. This shall not apply

to intellectual property developed prior to the execution of the Term Contract.

12.5.2 **Patentable Inventions or Discoveries.** Any inventions or discoveries developed in the course, or as a result, of services in connection with the Customer's contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer and the Department of any inventions or discoveries developed or made through performance of the Customer's contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Customer's contract. This shall not apply to any invention or discovery made prior to the execution of the Term Contract.

12.5.3 **Copyrightable Works.** Contractor must notify the Customer and the Department of any publications, artwork, or other copyrightable works developed in connection with the Customer's contract. All copyrights created or developed through performance of the Customer's contract are owned solely by the State of Florida. This shall not apply to any copyrightable works created or developed prior to the execution of the Term Contract.

### **SECTION 13. DATA SECURITY.**

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. The Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a Security Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other current state and federal rules and regulations regarding security of information.

### **SECTION 14. CONTRACT MONITORING.**

14.1 **Performance Standards.** The Contractor agrees to perform all tasks and provide deliverables as set forth in the Term Contract. The Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

14.2 **Contract Reporting.** The Contractor shall provide the Department the following accurate and complete reports associated with this Term Contract.

14.2.1 **Term Contract Quarterly Sales Reports.** The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: [Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](#). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Term Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Term Contract.

14.2.2 **Certified and Minority Business Enterprises Reports.** Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Vendor Identification Information of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

14.2.3 **Ad Hoc Sales Reports.** The Department may require additional Term Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

14.2.4 **MFMP Transaction Fee Reports.** The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at [https://www.dms.myflorida.com/business\\_operations/state/myfloridamarketplace/mfmp\\_vendors/transaction\\_fee\\_and\\_reporting](https://www.dms.myflorida.com/business_operations/state/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting). Assistance with transaction fee reporting is also available by email at [feeprocessing@myfloridamarketplace.com](mailto:feeprocessing@myfloridamarketplace.com) or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

14.3 **Business Review Meetings.** Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

- Term Contract or Customer contract compliance
- Term Contract savings (in dollar amount and cost avoidance)
- Spend reports by Customer
- Recommendations for improved compliance and performance

#### 14.4 Performance Deficiencies.

- 14.4.1 **Proposal of a Corrective Action Plan.** In addition to the processes set forth in the Term Contract (e.g., service level agreements), if the Customer or the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Customer or the Department will notify the Contractor. The correction must be made within a timeframe specified by the Customer or the Department. The Contractor must provide the Customer or the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Customer or the Department.
- 14.4.2 **Retainage for Unacceptable Corrective Action Plan or Plan Failure.** For Customer-requested Corrective Action Plans, if the corrective action plan is unacceptable to the Customer, or implementation of the plan fails to remedy the performance deficiencies, the Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Customer for the performance deficiencies.

#### 14.5 Inspection.

- 14.5.1 **Inspection at Contractor's Site.** The Department reserves the right to inspect, or enlist a third-party to perform, at any reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Term Contract requirements and to determine whether they are adequate and suitable for proper and effective Term Contract performance.
- 14.5.2 **Statutory Inspection Rights.** If services are to be provided pursuant to the Term Contract, in accordance with section 216.1366, F.S., the Department is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Term Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Term Contract or to ensure that the terms of the Term Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

Further, for any Term Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

1. Allocated to be used during the full term of the Term Contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

14.5.3 **Inspection Compliance.** The Contractor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the State official deems relevant to the Contractor's integrity or responsibility. Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Term Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Term Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

## **SECTION 15. PERFORMANCE OR COMPLIANCE AUDITS.**

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Term Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Term Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Term Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Term Contract.

## **SECTION 16. CONFIDENTIALITY.**

The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Term Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

## **SECTION 17. SUPPLIER DEVELOPMENT.**

**17.1 Office of Supplier Development.** The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at [OSDHelp@dms.fl.gov](mailto:OSDHelp@dms.fl.gov).

**17.2 Reporting Certified Business Enterprises.** Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and vendor identification information of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Term Contract.

**Florida Post-Hoc Lease-Cancellation (FLPL) Schedule  
for Konica Minolta Business Solutions U.S.A., Inc.**

<b>Standard Financing Term (Months)</b>	<b>Rate</b>
<b>1-17</b>	<b>0.1000</b>

*Property Tax is included in the rate*

# EXHIBIT "E"



## **REQUEST FOR PROPOSALS for MULTI-FUNCTION DEVICES AND RELATED SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

**Issued by  
THE STATE OF COLORADO  
State Purchasing & Contracts Office**

**In collaboration with**



**SOLICITATION NUMBER: RFP-NP-23-001**

**RELEASE DATE: February 3, 2023**

**REVISION DATE: February 27, 2023**

**DEADLINE FOR SUBMISSION: April 14, 2023 @ 1:00 PM (Mountain Time)**

## RFP SUMMARY

**I. OVERVIEW**

A. This Request for Proposals (RFP) is being issued by the State of Colorado on behalf of the State Purchasing & Contracts Office (“Lead State”) in collaboration with the NASPO ValuePoint cooperative purchasing program. The purpose of this RFP is to establish Master Agreements with qualified Manufacturers to provide Multi-function Devices (MFD’s), Single-function Printers, Production and Industrial Print Equipment and Services, Large/Wide Format Equipment, Scanners, and Specialty Printers. Managed Print Services (MPS) and software bundles that enable efficient workflows which enhance the productivity and capability of the Devices are also included, along with digital document solutions that involve imaging, retrieval, archival, scanning services, and back file conversion. In addition, IT solutions such as Software as a Service (SAAS), cloud-based offerings, and web-based fleet management tools are also offered. The Products and Services that will be available under the resulting Master Agreement(s) will be categorized as follows:

**Primary Products and Services:**

Group	Products and Services
A	A3 MFD – <i>OEM only</i>
B	A4 MFD – <i>OEM and Non-OEM</i>
C	Production Equipment – <i>OEM and Non-OEM</i>
D	Single-function Printers – <i>OEM and Non-OEM</i>
E	Large/Wide Format Equipment – <i>OEM and Non-OEM</i>
F	Scanners – <i>OEM and Non-OEM</i>
G	Software – <i>OEM and Non-OEM</i>
H	Consumable Supplies – <i>OEM and Non-OEM</i>
I	Managed Print Services

**Ancillary Products and Services:**

Sub-Group	Products and Services
G1	Software Related Services
C1	Standalone Production Devices (cutters, sorters, binders) – <i>OEM and Non-OEM</i>
C2	Industrial Print Equipment – <i>OEM and Non-OEM</i>
D1	Specialty Printers (3D, receipt, barcode label, card, cable) – <i>OEM and Non-OEM</i>

B. The objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The Master Agreement(s) resulting from this procurement may be used by state governments, including departments, agencies, institutions

of higher education, political subdivisions (i.e., school districts, counties, cities, etc.), eligible non-profit organizations, the District of Columbia, and U.S. Territories, subject to approval of the individual Chief Procurement Officer and compliance with local statutory and regulatory provisions.

- C. NASPO ValuePoint is a division of the National Association of State Procurement Officials (NASPO), a non-profit association dedicated to advancing public procurement through leadership, excellence, and integrity. In accordance with NASPO ValuePoint's Lead State™ model, the Lead State is issuing this RFP, evaluating responses, and establishing Master Agreements with the support and assistance of a Multistate Sourcing Team™ comprised of individuals from other member states, representing a broad range of perspectives that ensure the RFP incorporates best practices recognized by public entities across the country.

## II. GENERAL INFORMATION AND INSTRUCTIONS

- A. **RFP Contact.** The following individual is the sole contact for this RFP:

Nikki Pollack  
State Procurement Administrator  
State of Colorado  
[Nikki.pollack@state.co.us](mailto:Nikki.pollack@state.co.us)

- B. **RFP Website.** The following website, Colorado VSS, is the sole official source for RFP information and updates: <https://codpa-vss.cloud.cgifederal.com/webapp/PRDVSS2X1/AltSelfService>

Instructions for locating RFP:

1. Click on the **Public Access** button
2. In the **Keyword Search** box, type in "**Nikki Pollack**"
3. Locate the RFP based on the title of the Solicitation and click on the **Details** tab

- C. **RFP Documents.** This RFP consists of this RFP Summary, the following attachments, and any amendments or modifications posted by the Lead State to the RFP Website, as amended:

1. Attachment A, RFP Terms and Conditions
2. Attachment B, Scope of Work
  - a. Attachment B-1, Authorized Dealer Form
  - b. Attachment B-2, Authorized Dealers by State
  - c. Attachment B-3, Sample D&A Certificate
  - d. Attachment B-4, Sample MPS Statement of Work
3. Attachment C, RFP Evaluation Plan
4. Attachment D, Claim of Business Confidentiality
5. Attachment E, Offeror Information, Acknowledgements and Certifications
  - a. Attachment E-1, W9 Request for Taxpayer Identification Number and Certification

6. Attachment F, Technical Response Worksheet
7. Attachment G, Cost Proposal Information and Instructions
8. Attachment G-1, Group A Price List
9. Attachment G-2, Group B Price List
10. Attachment G-3, Group C Price List
11. Attachment G-4, Group D Price List
12. Attachment G-5, Group E Price List
13. Attachment G-6, Group F Price List
14. Attachment G-7, MPS Price List
15. Attachment H, Sample Master Agreement
16. Attachment I, Proposed Modifications to Sample Master Agreement
17. Attachment J, Potential Participation
18. Attachment K, Proposal Checklist

**D. Important Dates**

1. **RFP Pre-Proposal Webinar** (for Manufacturers only): February 9, 2023 at 1:00PM MST  
Attendance is optional, and registration is required. Please email Nikki Pollack to register.
  2. **RFP Q&A Deadline:** February 16, 2023 at 3:00 PM MST
  3. **RFP Q&A Posted:** February 27~~0~~, 2023 at 5:00 PM MST (**actual estimated**)
  4. **RFP Closing Date:** April 14, 2023 at 1:00 PM MST
  5. **Public Opening of Proposals:** April 14, 2023 at 2:00 PM MST at [meet.google.com/hfu-emcn-kid](https://meet.google.com/hfu-emcn-kid)
  6. **Award Notification:** June, 2023
  7. **Master Agreement Negotiations:** June, 2023 – September, 2023
  8. **Contractor Kick-Off Meeting:** September, 2023 (estimated)
  9. **Contract Start Date:** August 1, 2024
- Dates and deadlines are subject to change. Offerors should continue checking the RFP Website for the most up-to-date information.

**E. How to Ask Questions**

1. **Read and review this RFP, including all attachments, exhibits, and amendments.**
2. All questions about the content of this RFP must be submitted via e-mail to Nikki Pollack at [nikki.pollack@state.co.us](mailto:nikki.pollack@state.co.us). All questions must be received no later than February 16, 2023 at 3:00 PM MST. Questions must reference the specific section of the RFP to which the question relates.

Solicitation Number: RFP-NP-23-001

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3. For assistance with technical issues associated with the RFP Website, contact the ColoradoVSS Help Desk at [VSSHelp@state.co.us](mailto:VSSHelp@state.co.us).

**F. How to Respond**

1. Read and review this RFP, including all attachments, exhibits, and amendments.
2. Prepare a Proposal that:
  - a. Follows the requested format;
  - b. Includes the Solicitation Number on all materials making up the Proposal;
  - c. Addresses each question and request for a response in this RFP, including all questions in **Attachment F, Technical Response Worksheet**;
  - d. Includes all required submission materials identified in Section IV below.
3. Submit your Proposal by the RFP Close Date by sending an email to [RFP\\_NP\\_.s4dtgrg0eyczyye4@u.box.com](mailto:RFP_NP_.s4dtgrg0eyczyye4@u.box.com) attaching your Proposal as a zip file. Please note the following:
  - a. The subject line and the body of the email are not uploaded into the online submission application. Only email attachments are uploaded. Should any Offeror wish to ask a question or make a comment regarding the Solicitation, Offerors should send a separate email to [nikki.pollack@state.co.us](mailto:nikki.pollack@state.co.us).
  - b. Offerors should submit one zip file that contains all required Proposal submission documents. The documents must be segregated into folders per the instructions in Section IV below. The zip file name should include the following title: RFP-NP-23-001, and include the Offeror's name.
  - c. The Solicitation submission application typically uploads Proposals within five minutes. Offerors are advised to submit Proposals no later than one hour prior to the Solicitation deadline to ensure the Proposal has been received.
  - d. The application sends an email confirmation if the Proposal was uploaded correctly.
  - e. Please do not encrypt your email. The e-submission program automatically encrypts attachments and any additional encryption may result in failure to upload the Proposal.
  - f. The Solicitation submission application is only for Proposal submission. All inquiries, questions, comments, or concerns should be submitted to the point of contact via email and not through the Solicitation submission application. In addition, Offeror's should not carbon copy (cc) the RFP point of contact, or anyone else.

**G. Public Opening of Proposals**

On the date and time shown in the "Important Dates" Section above, the Lead State will conduct the public opening via a webinar, or as otherwise amended on Colorado VSS. The Public Opening will disclose only the names of all Offerors who have submitted a Proposal in response to the RFP by the closing deadline.

**III. SCOPE OF WORK**

Solicitation Number: RFP-NP-23-001

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- A. A detailed description of the Deliverables being sought through this RFP is attached as **Attachment B, Scope of Work**.
- B. The scope of this RFP and its resulting Master Agreement(s) is intended to benefit all state departments, institutions, agencies, and political subdivisions and other eligible public and nonprofit entities in the 50 states, the District of Columbia, and U.S. territories. Therefore, **Offerors should not interpret the Scope of Work to be associated with or limited to any specific purchase, implementation, project, need, or program** within the Lead State or any other state or eligible entity. Proposals should be generally applicable to all potential Participating and Purchasing Entities, except where specificity is requested.
- C. The initial term of the Master Agreement(s) resulting from this RFP shall be 2 years, with the option to exercise renewals totaling up to an additional 3 years following the initial term, upon mutual agreement by the Lead State and Contractor.

#### IV. OFFEROR RESPONSE

- A. **Required Submission Materials.** The following must be submitted with your Proposal in the format listed below:
  - 1. **Folder 1: Administrative Documents:**
    - a. Completed **Attachment K, Proposal Checklist**
    - b. Completed and signed **Attachment D, Claim of Business Confidentiality**
    - c. Completed and signed **Attachment E, Offeror Information, Acknowledgements, and Certifications**
    - d. Completed and signed **Attachment E-1, W9 – Request for Taxpayer Identification Number and Certification**
    - e. **Redlined** copy of **Attachment H, Sample Master Agreement** (if proposing modifications)
    - f. Completed and signed **Attachment I, Proposed Modifications to Sample Master Agreement**
  - 2. **Folder 2: Technical Response:**
    - a. Completed **Attachment F, Technical Response Worksheet**
    - b. **Technical Response Exhibits:**
      - i. Per Question 1.e) of Part II of Attachment F, provide a sample training plan or information sheet that you will give to your Dealers.
      - ii. Per Question 3.b) of Part II of Attachment F, provide a sample report of the SLA data requested.
      - iii. Per Question 3.c) of Part II of Attachment F, provide a copy of your organization's SLA. This SLA must, at a minimum, adhere to the requirements in Section IV.A.2 of Attachment, B, Scope of Work.
      - iv. Per Question 7.a) of Part II of Attachment F, provide a copy of your organization's Data Breach plan.

3. **Folder 3: Cost Response:**

- a. Completed **Attachment G-1, Group A Price List** (if applicable)
- b. Completed **Attachment G-2, Group B Price List** (if applicable)
- c. Completed **Attachment G-3, Group C Price List** (if applicable)
- d. Completed **Attachment G-4, Group D Price List** (if applicable)
- e. Completed **Attachment G-5, Group E Price List** (if applicable)
- f. Completed **Attachment G-6, Group F Price List** (if applicable)
- g. Completed **Attachment G-7, MPS Price List** (if applicable)

4. **Folder 4: Supplemental Documents:**

- a. Offeror must submit all Supplemental Documents (*refer to the definition in Attachment A, RFP Terms and Conditions*) with their Proposal. **Please note:** Offerors are not required to submit any software related documents with their Proposal (i.e. EULA's, click-wrap agreements, etc.).
- b. ALL Supplemental Documents must align with RFP and Master Agreement requirements. **For example:** This RFP stipulates that automatic renewals are NOT allowed, therefore; Supplemental Documents must have this requirement removed. **Another example: No Most States will not indemnify,** therefore; Supplemental Documents must have this requirement removed. The Supplemental Documents will be included as Exhibits in the Master Agreement, and while the Lead State will ensure that these documents align with said requirements, it will be at the discretion of the Participating State or Entity to review, further negotiate and/or utilize these documents in their Participating Addendum.
- c. All Supplemental Documents must be submitted in **Microsoft Office Word** format. PDF versions are NOT acceptable.
- d. Failure by an Offeror to align their Supplemental Documents with the RFP and Master Agreement, may result in the following:
  - i. Delay in executing the Master Agreement (if Offeror's Supplemental Documents do not align with the RFP requirements (i.e. leasing, maintenance, etc.), then the Lead State will require Offeror to revise these documents before beginning any work on drafting the Master Agreement; or
  - ii. Inability for Offeror to provide leasing or rental options under the Master Agreement.

5. **Folder 5: Redacted Proposal:**

Redacted copy of Proposal clearly marked as such, if claiming confidential, proprietary, or protected information.

- B. **Other Documents.** The following are informational only and do not need to be submitted with your Proposal:

1. Attachment A, RFP Terms and Conditions
2. Attachment B, Scope of Work
  - a. Attachment B-1, Authorized Dealer Form
  - b. Attachment B-2, Authorized Dealer List
  - c. Attachment B-3, Sample D&A Certificate
  - d. Attachment B-4, Sample MPS Statement of Work
3. Attachment C, RFP Evaluation Plan
4. Attachment G, Cost Proposal Information and Instructions
5. Attachment J – Potential Participation

## V. EVALUATION AND AWARD PROCESS

- A. Proposals will be sealed until the RFP Close Date. After opening, Proposals will be evaluated in stages as set forth in this section and further detailed in **Attachment C, RFP Evaluation Plan**.
1. **Stage 1: Initial Responsiveness**. Proposals will be reviewed for completeness and initial responsiveness. Proposals omitting required documents or responses may be rejected in accordance with Attachment A, RFP Terms and Conditions.
  2. **Stage 2: Mandatory Requirements**. Complete and responsive Proposals will be reviewed for compliance with mandatory requirements. Proposals failing to meet or exceed all mandatory requirements identified in Attachment C, RFP Evaluation Plan, may be rejected in accordance with Attachment A, RFP Terms and Conditions.
  3. **Stage 3: Technical Criteria**. Proposals meeting the Mandatory Requirements will be independently evaluated by the Multistate Sourcing Team against the Technical Criteria set forth in Attachment C, RFP Evaluation Plan.
  4. **Stage 4: Cost**. Proposals meeting the Mandatory Requirements will be evaluated by the Lead State for cost based on the Cost Criteria set forth in Attachment C, RFP Evaluation Plan.
  5. **Stage 5: Score Finalization**. Under the guidance of the Lead State and NASPO ValuePoint, the Multistate Sourcing Team members will meet in person to review and modify their technical scores based on group discussion. This group discussion will be limited to evaluating members only (i.e. neither the Lead State, nor any employee of NASPO ValuePoint will be able to provide input into technical scores) and will be in accordance with Attachment C, RFP Evaluation Plan. Once technical scores are finalized and locked in, the Lead State will combine cost scores for each Group (e.g. A, B, C, D, E, F) and MPS, with each of the technical scores to determine a final score for each Group. The final score for each Group will have a maximum value of 100%.
  6. **Stage 6: Award Determination**. After evaluations are completed, the Lead State and Multistate Sourcing Team will determine which Proposals are most advantageous to the Lead State and potential Participating and Purchasing Entities based upon the price and the evaluation factors set forth in Attachment C, RFP Evaluation Plan.

- B. The Offeror is responsible to provide requested information. Proposals shall be evaluated based on the merits of the information received.
- C. The Lead State reserves the right to make Awards based on initial Proposals, so Offerors are encouraged to submit their most favorable Proposal at the time established for receipt of Proposals.
- D. The Lead State reserves the right to request further details, including formulations, to clarify specifications, and such will be identified as confidential and used for Evaluation purposes only.
- E. Only those Offerors who are likely to receive an Award may enter into discussions with the Lead State for the purpose of promoting understanding of the Offeror's Proposal, and to clarify requirements, including, but not limited to, best and final offer (BAFO). Discussions, clarifications, and demonstrations must be consistent with Offeror's original Proposal and will become an addendum to Offeror's Proposal.
- F. The apparent successful Offeror(s) may be required to submit an audited financial statement for the most current reported period and a reasonable number of previous years (in order of preference), in order to assist the Lead State in making its determination of Offeror responsibility in accordance with Section 24-103-401, Colorado Revised Statutes (C.R.S). Such audited financial statements shall have been reviewed by a certified public accountant, a Third Party prepared financial statement if an audited or reviewed statement is not available, or another financial statement prepared in the routine course of the Offeror's business; and such documents are provided by Offeror to the Lead State at no cost to the Lead State.
- G. This will be a multiple Award RFP.
- H. Prior to announcement of Awards and execution of Master Agreements, the Lead State will present an Award recommendation to the NASPO ValuePoint Executive Council for approval of the proposed Awards.
- I. Following approval of the NASPO ValuePoint Executive Council, a "Decision Memorandum" will document the basis for the Award decision. The Lead State will post the "Notice of Intent to Award" on Colorado VSS, and the "Decision Memorandum" will be sent via email to all eligible Offeror's that submitted a Proposal. The Lead State may then begin negotiations of Master Agreements with successful Offerors.

# THE STATE OF COLORADO

## State Purchasing & Contracts Office

In collaboration with



### Amendment # 1

SOLICITATION NUMBER: RFP-NP-23-001

**MULTI-FUNCTION DEVICES AND RELATED SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

Release Date: February 27, 2023

**PLEASE NOTE:** The following documents have been modified and uploaded to Colorado VSS. Prior versions of these documents have been removed from VSS and are no longer valid. Any documents that don't contain updates are still in effect, and have not been removed from VSS. All updates to these documents are denoted in **red font**, including any language that has been stricken.

All documents can be located on the "Attachments" tab of the Solicitation:

- 1.** RFP Summary – Multi-Function Devices and Related Software Services and Cloud Solutions\_updated 02.27.2023
- 2.** Attachment B – Scope of Work\_updated 02.27.2023
- 3.** Attachment C – RFP Evaluation Plan\_updated 02.27.2023
- 4.** Attachment G – Cost Proposal Information and Instructions\_updated 02.27.2023
- 5.** Attachment G-1 – Group A Price List\_updated 02.27.2023
- 6.** Attachment G-2 – Group B Price List\_updated 02.27.2023
- 7.** Attachment G-3 – Group C Price List\_updated 02.27.2023
- 8.** Attachment G-4 – Group D Price List\_updated 02.27.2023
- 9.** Attachment G-5 – Group E Price List\_updated 02.27.2023
- 10.** Attachment G-6 – Group F Price List\_updated 02.27.2023
- 11.** Attachment H – Sample Master Agreement\_updated 02.27.2023
- 12.** Attachment J – Potential Participation\_updated 02.27.2023
- 13.** Attachment K – Proposal Checklist\_updated 02.27.2023

**The following questions were submitted in response to this RFP:**

#	Document	Section Reference	Question	Answer
1	RFP Summary	General Information and Instructions; How to Respond	What is the maximum size of the single zip file allowed when submitting proposals to the solicitation via email?	There is no size limit.
2	Attachment B – Scope of Work		We understand that all of the content in Attachment B – Scope of Work includes maintenance services and MPS only, and excludes drop ship. Is that correct?	This question is unclear. Attachment B indicates that Devices CAN be drop-shipped. Also, since drop-shipped items are typically purchased (rather than leased), the customer may also elect to have a maintenance agreement.
3	Attachment B – Scope of Work	I.H.5 and I.H.6	Given the current volatility of interest rates in the market and the high probability for continued increases between the bid due date and the contract start date on 8/1/2024, will Contractors have the ability to update lease rates with supporting evidence to demonstrate such interest rate changes as of the 8/1/2024 contract start date?	No. Even since interest rates started to rise a year ago, very few Awarded Contractors have requested rate increases. In addition, by allowing rate changes prior to 8/1/2025, Offerors could significantly under-bid their proposed pricing in an effort to receive an Award, and then hike their pricing (via way of a rate change).
4	Attachment B, Scope of Work	Ancillary Product and Service Offerings	Is a sub-group automatically included in an award for the Primary Group? Specifically, 1. Is Sub-Group G1 – Software Related Services automatically included in an award of Group G? 2. Is Sub-Group D1 – Specialty Printers automatically included in an award of Group D?	As stated in the RFP, only Groups A through F, and MPS are being evaluated. Therefore, all Awarded Contractors will automatically be able to offer Software, Software Related Services, and Supplies. Also stated in the RFP: Any Contractor awarded Group C will also be able to provide products under C1 and C2, and any Contractor awarded Group D will be able to provide products under D1.

#	Document	Section Reference	Question	Answer
5	Attachment B, Scope of Work	Contractor Responsibilities and Tasks Ordering and Invoicing Specifications	<p>Subsection 5 reads: "Contractor and/or Authorized Dealers shall not issue an invoice until the Purchasing Entity has confirmed Acceptance, per section IV.H."</p> <p>Does this requirement apply to purchases of product without installation and services—what was referred to in the industry meeting as "drop ship"? Drop ship invoices are issued upon product shipment, not Acceptance. Typically, agencies do not confirm Acceptance for drop ship purchases; they only notify Contractor or Dealer when a product is rejected.</p>	See revision to Attachment B for clarification.
6	Attachment G - Cost Proposal Information and Instructions	Section II.D	<p>This section states "The List Price must be verifiable and published on the Manufacturer's website at the time of Proposal submission. A URL link is not acceptable; Offeror must provide a printout of its List Price."</p> <p>Should the MSRP/List Price printout include only the Manufacturers Products related to the bid? Please note that Offeror's entire MSRP/List Price file is extremely large, and even in PDF or Excel, will be hundreds of pages.</p>	Yes. Only submit an MSRP or List Price for the Device that you are submitting a Proposal for. Also note (as stated in the RFP) that ALL new Devices currently listed on Buyer's Lab MUST be listed in your bid submission or you will not be permitted to add them at any point throughout the term of the Master Agreement. In other words, if a Device is listed as new or newly manufactured on Buyer's Lab at the time or Proposal submission, then you must include it in your Proposal.
7	Attachments G-1 through G-6	Instructions Tab	The instructions tab includes the Note that the MSRP/List Price and Device offerings will be compared against Buyer's Lab and Manufacturer's website "and/or" List Price. Can this be changed to "or" that would confirm this means the Manufacturer Published	Yes. See revisions to Attachments G-1 through G-6.

#	Document	Section Reference	Question	Answer
			List Price/MSRP will be utilized for Manufacturers that do not have their List Price on Buyers Lab?	
8	Attachment G-1	Group A Price List Instructions	May a Manufacturer include the same Model number under multiple segments for example in either B&W or Color if each model includes a different speed license? Please note, the models do not cross over from B&W to Color.	No. The same model may not be listed under different segments (or different Groups). If the model crosses speed segments, then you must choose only ONE segment to list it under. <u>See revision to Attachment G, Cost Proposal Information and Instructions.</u>
9	Attachments G-1, G-2, G-4, G-5, G-6	Service–Supplies Pricing tab Additional Service Coverage [per hour]	Given that this contract covers the entire US, may Offeror respond with “Quote Upon Request” in these cells?	Yes.
10	Attachments G-1, G-2, G-4, G-5, G-6	Service–Supplies Pricing tab Service Calls not covered under the Maintenance Agreement	Given that this contract covers the entire US, may Offeror respond with “Quote Upon Request” in these cells?	Yes.
11	Attachments G-1, G-2, G-4, G-5, G-6	Service–Supplies Pricing tab Accessory Installation/ Maintenance [per hour]	If Offeror has a flat hourly rate, can that flat rate be noted for an Accessory category rather than noting the specific accessory? This would apply only to an accessory not purchased with the device.	Yes.
12	Attachment K – Proposal Checklist	Table Header	The table header reads, “HARD COPY SUBMISSION.” Please confirm that proposals are to be submitted electronically as instructed in the RFP, with no hard copy required.	Confirmed. See revised Attachment K.
13	Attachment B -Scope of Work	Software Subscriptions	In this section it notes, “Any new releases of software versions (upgrades) shall be chargeable to the	The language has been modified somewhat. See revision in Attachment B.

#	Document	Section Reference	Question	Answer
			<p>Purchasing Entity; however, Contractor may not charge for the installation of the software upgrade.” In the industry software version upgrades under maintenance services are provided without charge, however installation charges may apply for complicated upgrades and migrations. Based on that detail, can this section be updated to the following: Any new releases of software versions (upgrades) shall be chargeable to the Purchasing Entity; however, Contractor may not charge for the installation of the software upgrade, <u>except for complicated upgrades and migrations.</u>”</p>	
14	Attachment H, Sample Master Agreement	Canadian Participation	<p>Does this require that the Contractor offer the same products, pricing and discounts for the Canadian market? Our concerns are variations in product, exchange rates and cost of doing business in Canada.</p> <p><b>Note:</b> <i>There were several variations of this question submitted during the Q&amp;A period.</i></p>	<p>Awarded Contractors who wish to extend their contract into Canada, will be allowed to produce a Canadian pricing schedule during Master Agreement negotiations with the Lead State. Canadian end-user pricing schedules will be based on the current published foreign exchange rate which is simply applied to the US based pricing schedule. The expectation is that the same products will be offered to the Canadian market, unless this causes a negative economic impact to the Awarded Contractor.</p>
15	RFP Summary	Section IV.B.2	<p>Please confirm Attachment B-2 does NOT need to be included with our Bid Submission</p>	<p>No, it doesn't need to be submitted. Section IV.B states this.</p>
16	N/A	N/A	<p>Do we submit a list of Authorized Dealers with our proposal, or is this done at the Participating Addenda stage?</p>	<p>No. You will submit this to the Lead State during Master Agreement negotiations.</p>

#	Document	Section Reference	Question	Answer
17	RFP Summary	Section V.G	It's stated this will be a multiple award RFP. Will awards be done similar to the last bid, with awards to all Suppliers scoring over a certain threshold, or will only a specific number of Suppliers receive awards by Group? (Ex. Top 5 scores in a given group)	Offerors will receive Awards based on a natural break in the scoring (this break is not pre-determined, but rather, is based on Offeror's total score). This means that all Offerors could potentially receive an Award for any Group they respond to. This is the same methodology that was used with the evaluation for RFP-NP-18-001.
18	Attachment B, Scope of Work	Section I.H.6	Can we do only 1 total price update submission per calendar year, or is it each Group may have pricing updated once per calendar year? (Ex. Group A pricing updated in January and Group B in March).	Each Group may be updated once per calendar year (although the preference would be to do price updates for all Groups at the same time).
19	Attachment B, Scope of Work	Section II.A.2.(2.5)	Is there any flexibility on the Group E requirements (a) & (d) [hard-disk drive and automatic media selection]? This restricts us from offering our full product line. Some of our smaller entry level large format devices do not have a hard drive and only hold a single roll.	Group E is an awarded category and the requirements listed provide a baseline for comparison. <u>Awarded Contractors</u> may offer secondary products, with less features, provided you offer a main unit that meets the listed requirements. All Devices submitted with your Proposal must meet the requirements outlined in the Scope of Work.
20	Attachment B, Scope of Work	Section II.A.3.3	Will the Energy Star requirement also apply to the Sub-Group D1? Some preliminary discussions indicate that these products do not meet the definition of "Imaging Equipment" covered and that several of the features used as criteria do not apply to these products.	No.
21	Attachment B – Scope of Work	II.B.2	Would the sourcing team consider other options for how Sub-Group discounts are determined? Currently some of the products that would fall into sub-groups are vastly different	Yes. Please refer to the revised language in Attachment B.

#	Document	Section Reference	Question	Answer
			<p>from the main group and have entirely different discount structures.</p>	
22	Attachment B, Scope of Work	Section IV.1.5.(5.1)	<p>Does this mean that if a customer requests a device relocation, the hard drive should be cleansed prior to the shipping company taking possession?</p>	<p>No. Please see revised language in Attachment B.</p>
23	N/A	N/A	<p>For Offerors unfamiliar with Buyer's Lab, can the Lead State provide further information:</p> <ol style="list-style-type: none"> <li>1. Are there any costs or fees associated with listing products on Buyer's Lab?</li> <li>2. What types of information about the products available under the Master Agreement are required to be listed on Buyer's Lab?</li> <li>3. Will Awarded Contractor be required to complete product testing or third-party certification as part of the Master Agreement?</li> <li>4. How long does product testing generally take?</li> <li>5. Can the Lead State provide the technical requirements an Offeror will need to comply</li> </ol>	<ol style="list-style-type: none"> <li>1. You will need to address any cost or fees associated with this service with BLI directly.</li> <li>2. BLI is used to verify pricing, status of products, speed of devices, and Group/segment classification.</li> <li>3. Question is unclear; the State chooses not to respond.</li> <li>4. It depends on the product. You will need to address this with the independent testing facility that is testing your products.</li> <li>5. This question need to be directed to BLI, as this is not a Lead State duty.</li> </ol>

#	Document	Section Reference	Question	Answer
24	Attachment B, Scope of Work	Ancillary Product and Service Offerings	with when implementing Buyer's Lab?  Industrial Print solutions (back-file conversion, enterprise content management). We believe the description in parenthesis is a typo, as this is an ECM description. Can you please confirm.	The reference to back-file conversion and enterprise content management serve as examples of possible software features available in an Industrial Print unit. These are not mandatory.
25	N/A	N/A	Is ongoing Device firmware management and/or ongoing Device security management required in the main components of the MPS offering?	Unless otherwise agreed to in the Statement of Work, which is required for all MPS engagements, customers will generally expect that firmware management and/or ongoing device security management would be part of an MPS program.
26	N/A	N/A	For Remote Device Monitoring, you included examples such as job accounting, automated meter reads, and automated toner replenishment. Are all of these required to be included in the MPS engagement, or are any optional (such as job accounting). Specifically for job accounting, what is your definition of "job accounting"?	The examples cited are features normally offered in an MPS engagement though not absolutely required. All MPS engagements require a written Statement of Work (SOW) and thus all features offered, and those not offered, should be addressed in a SOW in order to ensure a full understanding of expectations.  Job accounting is the process of tracking jobs or projects so that incurred costs can be assigned or accounted for properly.
27	N/A	N/A	Is there a preference for analytics/operations dashboards to complement reporting? Analytics/operations dashboards generally give instant visibility to the Purchasing Entity of the Contractor's monitoring/servicing of the fleet while reporting tends to be delivered on a schedule or upon request.	Analytic dashboards should compliment reporting where possible as the whole purpose of analytic tools is to provide customers with relevant information to make informed decisions.

#	Document	Section Reference	Question	Answer
28	N/A	N/A	We are providing pricing now for a bid that starts in August of 2024. If the MSRP increases between bid submission and August of 2024, and if the discount percentage of MSRP is maintained, when will price increases be allowed?	As stated in the RFP, pricing must remain firm through July 31, 2025. This means that price increases can be submitted for approval beginning on August 1, 2025.
29	N/A	N/A	Is there a timeframe for when the state of New Jersey will be joining NASPO? Will this occur during the current contract or when the new contract is awarded?	The Lead State has no additional information on New Jersey's participation.
30	N/A	N/A	Since the same people who are responsible for responding to the bid will be attending the exchange conference, can the bid extend until the end of April?	No; for a variety of reasons, the RFP closing date will not be extended.
31	N/A	N/A	When responding to Attachment F, can we imbed supporting documentation into the comment section in a word or PDF format?	No. If there are additional documents you would like to include with your Proposal, then you must label them as such and include them as PDF or Word documents so that the Evaluators can easily access them.
32	N/A	N/A	If an OEM wants to offer both a Company branded leasing option, as well as 3rd party leasing option, should they submit two sets of documentation? one company branded and the other 3rd party branded? The intent is that both sets of docs will honor the same terms and conditions and that the lease docs and schedules would be the same except for the difference in branding.	No. Only attach one version of the document, but leave the Lessor information as a fillable field.

#	Document	Section Reference	Question	Answer
33	N/A	N/A	Will NASPO provide an redlined version of the Master Agreement that shows the differences if any between Master Agreement from the last RFP, compared to current RFP, so we can easily identify any changes?	No. The version of the Master T&C's that were posted with this RFP is a completely different template than the current Master Agreement.
34	Attachment B, Scope of Work	Subgroup Category Discounts	Can you please explain where the pricing should be input on the Group sheets, and how the Sub-Group category discounts will work?	You will not submit Sub-Group pricing with your Proposal, nor will you submit pricing for Software or Supplies. The only pricing you will submit with your Proposal is for Groups A through F, and MPS. Sub-Group pricing (and the products for those Sub-Groups) will be submitted to the Lead State during Master Agreement negotiations. Refer to Section IV., Offeror Response, in the RFP Summary document. Also refer to the revised Attachment B for information on Sub-Group discounts.
35	Attachment B, Scope of Work	Section I.E	Will a vendor that is awarded MIPS be able to sell all groups off of the contract, even though they were only awarded MIPS?	As with the prior RFP, MPS will not be a stand-alone Award. The only way an Offeror can provide MPS is if they are awarded Group A, B, C, D, E and/or F. The Offeror can then provide MPS under ANY Group, even if they weren't awarded all groups, BUT they may only place products under the Group(s) they were awarded. See clarification regarding MPS in Attachment C, RFP Evaluation Plan, and in Section I.D of Attachment B.
36	N/A	N/A	Since the ability to add new product would be limited to every quarter and it could take an additional 30 days to approve those additions it may take 4 months to add new product if it is introduced right after the deadline. If a vendor has a new line up of models introduced of 5 or 6 models they could be without a	Product updates will be allowed monthly. See revised Attachment B.

#	Document	Section Reference	Question	Answer
			<p>way to assist state accounts with those models for up to 4 months since the existing models would be discontinued. Would you please consider doing updates monthly to avoid these delays for State &amp; Local customers? Could the vendor submit a copy of the BLI sheet w/new models to expedite the approval process?</p>	
37	Attachment B, Scope of Work	Section IV.A(2.1)(b)	<p>Please clarify if where it says "initial," should it say "additional" as highlighted below:</p> <p>In addition to the one-hour training session for each Device, Purchasing Entity may also request an <b>initial</b>, one-hour training session for technical support, which shall include network connectivity and print driver installation. Contractor shall provide this initial training free of charge, via a delivery method mutually agreed upon by Contractor and Purchasing Entity.</p>	<p>Language has been modified. See revised Attachment B.</p>
38	Attachments G-1 through G-6	N/A	<p>In each pricing group file on the discount from MSRP tab there is a reference in column A for OEM Software and Non-OEM software. What type of software are you referencing here.</p>	<p>All of the OEM and Non-OEM software that you provide. However, because discount percentages will vary among software products, and because multiple software products can be used on the same type of Device, you should list the lowest discount you offer for software within the Segment of that Group.</p> <p>For example: If OEM Software Product X is used on a Segment 2 B/W Device in Group A, and the discount you offer for Software Product X is 5%, and OEM Software Product Y is also used on that same Device, but the discount you offer is 7%, then the discount for OEM</p>

#	Document	Section Reference	Question	Answer
				<p>Software under Segment 2 B/W in Group A, would be 5%.</p> <p>The Lead State fully anticipates that many software offerings within each Segment might be listed at 0%, but the expectation is that if an Awarded Contractor offers a higher discount than 0% for any software offering, then they extended that discount to the Purchasing Entity. Such discounts will be reflected on the Software Price List that is submitted to the Lead State during Master Agreement negotiations.</p>
39	Attachment G-7, MPS Price List	N/A	On the Previous Pricing we were provided a Tab for Optional MPS Pricing that includes a lot of services that are part of most MPS Programs, with this submission that tab has been removed where would you like for us to include those services?	Per the RFP, you will only submit pricing for the <b>Required MPS Pricing</b> components. The Optional pricing tab has been removed for evaluation purposes, but Awarded Contractors will include it back in when they submit their full MPS Price List during Master Agreement negotiations.
40	RFP Summary	Section IV.4.b	<p>Most States have accepted indemnification on the current and previous NASPO/WSCA contracts supplemental documents. Please allow inclusion of indemnification in the supplemental documents and allow each State to accept.</p>	<p>While the language in the RFP Summary HAS been modified, the requirement to remove the indemnification clause from all Supplemental Documents remains.</p> <p>When Participating States began signing their PA's four years ago, numerous Participating States questioned why the Lead State had not removed the indemnification clause during Master Agreement negotiations. For this reason, the Lead State is now requiring the removal of this clause from all Contractor documents.</p> <p>If State's "allowed" this clause, it's likely due to the fact that they thought 1. The Lead State had already removed this clause, and/or 2. They didn't review the document carefully enough.</p> <p>If the Awarded Contractor would like this language included in their Supplemental Documents, then it will need to be addressed with each Participating State at the time of PA negotiation.</p>

#	Document	Section Reference	Question	Answer
41	Attachment B, Scope of Work	Section IV.A.2.2, Preventative Maintenance	Can this requirement be removed for OEM's that don't perform Preventative Maintenance since it is sold by reseller partners?	No. Any Dealer that you have authorized to sell or perform services under your Master Agreement must adhere to all requirements in your Master Agreement, and that includes performing required Preventative Maintenance on applicable Devices. This is the same requirement in the current Master Agreements.
42	Attachment B, Scope of Work	Section IV.A.4.2, Period Reporting	Does this apply to non-Managed Print Services purchases? For example, transactional printer only purchases?	Yes. If a Purchasing Entity requests a report, whether it be for one Device, or a fleet of Devices, Awarded Contractor must provide them with the information requested.
43	Attachment B, Scope of Work	Section IV.B.1.2, NASPO ValuePoint Reporting Contact	Section references quarterly report. Please provide quarterly report template.	No, the Lead State does not feel this is necessary since the reporting information is the same as current contractual requirements.
44	Attachment B, Scope of Work	Section IV.E, Ordering and Invoicing Specifications	This is an issue for us and possibly our resellers. Our invoices don't contain a lot of these details. Perhaps consider leaving these details to a Participating Addendum level?	Language has been modified. See revised Attachment B.
45	Attachment B, Scope of Work	Section IV.E.5	Is this meant for MPS only? For purchase, invoices are sent when shipped.	See revised language in Attachment B.
46	Attachment B, Scope of Work	Section IV.H	D&A certificate required before sending an invoice. Is this meant for MPS only? For purchase, invoices are sent when shipped.	See revised language in Attachment B.
47	RFP Summary	Overview, Section A., Primary Products and Services	If a Offeror is awarded Group B with OEM product can they add Non-OEM product to the contract after award?	Yes. Offeror's are not required to submit Non-OEM with their Proposal, but if all they offer under Group B, C, D, E and/or F is Non-OEM, then they must submit a Proposal for Non-OEM in order to be considered for Award of that Group. Below are a few examples: <b>1. If Offeror submits a Proposal for their OEM Devices in Group B, then all of those OEM Devices must be a.) Listed on Buyer's Lab and b.) Be new</b>

#	Document	Section Reference	Question	Answer
				<p>or newly manufactured according to Buyer's Lab. If Offeror fails to include any new or newly manufactured OEM Devices (that are listed on Buyer's Lab) in their Proposal for Group B, then they will not be permitted to add those Devices at any time throughout the term of the Master Agreement. If Offeror also wants to provide Non-OEM Devices under Group B, then they don't need to include these Devices in their Proposal, BUT, they must indicate on the Discount from MSRP tab what discount they are offering for all Non-OEM Base Models and other applicable Third-Party options.</p> <p>2. If Offeror is not an OEM of Group F Devices, but wishes to be awarded this Group, then they must submit a Proposal for Non-OEM Devices. These Devices must be listed on Buyer's Lab and must be new or newly manufactured according to Buyer's Lab.</p> <p>3. If Offeror is an OEM for Group C, but only submits a Proposal for Non-OEM in Group C, then Offeror will not be allowed to provide ANY OEM Devices under Group C throughout the term of the Master Agreement (should they be awarded Group C).</p>
48	Attachment B	Purchase, Lease and Rental Programs	May Offerors provide a Tax-Exempt Municipal Lease (TELP) as a leasing program option? We have received lots of inquiries about this type of lease because it is a simple and rapid leasing solution for a municipality.	Government Entities are already tax-exempt. In addition, there is a non-appropriation clause built into the Scope of Work in the RFP, so the benefits a TELP provides are already extended to users by way of the Master Agreement anyway. That said, as long as the TELP adheres to the requirements in the RFP, and provides one of the authorized acquisition options listed in the RFP (e.g. \$1 Buyout), this lease document can certainly be submitted with your Proposal.

#	Document	Section Reference	Question	Answer
49	RFP Summary	Ancillary Products and Services	Will Thermal, Receipt, Barcode or Kiosk Printers be included on this contract, or will they be sourced as open market?	All products will be reviewed by the Lead State at the time of Master Agreement negotiation to determine whether they will be allowed under Contract, and how they will be categorized (e.g. what Sub-Group they may fall under and whether they adhere to the requirements of the Open Market provision).
50	Attachment B-3, Sample D&A Certificate	N/A	Is the Sample D&A Certificate provided required for all installations? Manufacturers have their own Certificate of Acceptance which is signed when the product is installed.	A D&A Certificate IS required for all non-dropped-shipped Devices, but the Sample provided in the RFP is just that, a Sample. Awarded Contractors may use their own D&A Certificate upon approval by the Lead State. Such Certificate will be included as an Exhibit to the Master Agreement.
51	Attachment B, Scope of Work	I.H, Pricing	Based on the requirement to not lower the discount percentage during the entire term of the contract, does this section refer to MSRP price increases only?	Yes. The MSRP may be adjusted, as long as it coincides with the MSRP on Buyer's Lab (or via other verifiable means if the MSRP is not listed on BLI). The discount percentage must remain firm throughout the term of the Master Agreement, UNLESS the Awarded Contractor wants to increase the discount percentage (e.g. provide a deeper discount, such as changing it from 30% to 35%).
52	Attachment B, Scope of Work	II.9.2.b	For purchased Devices, the initial term is determined by the Purchasing Entity, as long as it does not exceed 60 months on Group A, Group B, Group D, Group E, and Group F Devices, and 120 months on Group C Devices. Why would we evaluate C: Production, beyond industry standard of 7 years? IRS Publication 946: General Depreciation identifies Table of Class Lives and Recovery Periods have a maximum 7 year for Production (Group C), maximum 5	This section ties directly to the ability to offer a maximum 120-month lease term on Group C Devices. The term of the maintenance agreement must be for a period that is equal to the term of the lease agreement. Some customers want the ability to lease Devices (in particular, large, multi-million dollar production equipment) for 10 years; likewise, some current vendors have indicated their desire to offer longer lease terms than what the current Contract affords.

#	Document	Section Reference	Question	Answer
			year for Office Copier/Printer groups.	
53	Attachment B, Scope of Work	N/A	What's the difference between subcategory and NSP?	A Sub-Group are items that will be listed on the applicable Awarded Contractor's C1, C2, D1 and G1 Price Lists. These Price Lists will be submitted to the Lead State during Master Agreement negotiations. NSP, or Open Market Items, are NOT listed on any Price List under the Master Agreement, MUST be discounted at a minimum of 15% off of MSRP, AND, may be subject to a dollar limit, depending on Participating State requirements.
54	Attachment H, Sample Master Agreement	Section V.(5.2.1.2.2), Lease and Rental Equipment	Some Suppliers have Service and Supplies included in the invoiced amounts. Would you allow Suppliers to continue to utilize the current format and report the actual total invoiced amounts, including amounts billed for Usage Based Service and Supplies?	Yes.
55	Attachment B, Scope of Work	Section I.C	Is it a mandatory requirement for devices that are designed to require an operator with vision and mobility capabilities.	No. Please see revised Attachment B.
56	Attachment B, Scope of Work	Section II.A(2.6), Group F Scanners	Are accessories that enhance the functionality of the device beyond the listed specifications permitted?	Yes. As long as the minimum requirements are met.
57	Attachment B, Scope of Work	Pricing	Please confirm if the contractor has the option to update the pricing every 12 months from the effective date of the agreement.	Confirmed, but only with proper justification and upon approval from the Lead State.
58	Attachment B, Scope of Work	Lease and Rental Rates	Please advise if leasing and rental rates are optional pricing options (non-mandatory requirement) for	Per the RFP (specifically, Attachment G), Offeror must provide a leasing option for Group A, Group B, and Group C. Lease (and rental) options are not required for Group D, Group E and Group F.

#	Document	Section Reference	Question	Answer
			which Offeror has the choice to offer or not offer as part of its response.	
59	Attachment B, Scope of Work	Contractor Responsibilities and Tasks	Offeror has a toll-free service designated telephone number for customers to place service requests but does not offer phone technical support. All services are performed on customer equipment during normal business hours. Please kindly advise if Offeror is not required to provide phone technical support.	Phone support needs to be provided for minor trouble-shooting on Groups A through E. Group F is excluded from this requirement. See revised Attachment B.
60	Attachment B, Scope of Work	Device Performance	Please advise if Lead State would consider modifying the definition of "downtime" to state the following: Downtime shall specifically exclude (i) customer's misuse, mishandling, and/or abuse of the machine outside of the manufacturer's published specifications; (ii) failure of customer to perform regular routine cleaning per original equipment manufacturer's operator manual; (iii) customer's allowance to have another third party provide services on the machine; and/or (vi) issues with the customer's physical environment (i.e., electrical, network connectivity, HVAC, etc.).	No. Per the RFP, each Participating State or Entity can negotiate their own SLA with the Awarded Contractor; this includes further defining what "downtime" means. However, regardless of the reasons for a Device being down, if it is still covered under warranty or the customer has a maintenance agreement, the Awarded Contractor is still obligated to repair (or replace) it. The question then becomes whether or not the repair or replacement is covered under the equipment warranty and/or the maintenance agreement.
61	Attachment B, Scope of Work	Service Zones	Will Offeror be considered compliant by providing replacement parts contained within the device (not provide a new device) when repairing the device?	Yes, providing that the replacement part actually fixes the issue.
62	Attachment B, Scope of Work	Device Relocation	For device relocation, is transporting devices to a new location a direct	if the Device is being leased or rented, then the Offeror needs to handle transportation directly. If the

#	Document	Section Reference	Question	Answer
			requirement or can an Offeror supply all aspects of dismantle, packing, and reassemble but request the Purchasing Entity to handle physical relocation of the equipment when a transportation vehicle is required?	Purchasing Entity owns the equipment, then they can determine how they want to transport it. Attachment B has been updated to reflect this requirement.
63	Attachment B, Scope of Work	Master Agreement Marketing Manager	<p>Would Offeror be required to maintain a separate website for each Participating State that has a Participating Addendum for this Master Agreement? Would the website requirement be satisfied if Offeror created pages on its own website with the necessary information to market the Master Agreement? If there is a different website Offeror is required to present marketing data and content, how does that upload process work?</p> <p>Additionally, are there requirements on the types of data or content that must be included on these sites? How long does Offeror have to update information if something becomes out of date? If data or content is found to be out of date, is there a mandatory cure period or penalty imposed on the Offeror?</p>	Pages on the Awarded Contractors own website would be contractually compliant. What the Awarded Contractor chooses to include on the site is a decision for their marketing team, and NASPO's supplier engagement team will work with them to determine useful data if needed. If the data becomes out of date, the Awarded Contractor should update the data within a commercially reasonable period of time. If the data becomes out of date with no update, there would be an opportunity to cure, with no penalty imposed immediately. This clause is intended to ensure that an Awarded Contractor has the capacity to provide goods and services on a national cooperative contract, including adequate capacity to market those goods and services. It is not meant to impose a stringent marketing methodology.
64	Attachment B, Scope of Work	Device Demonstration Requirements	Can Offeror provide a virtual or web-based demonstration of the device?	Yes, if acceptable to the Purchasing Entity.
65	Attachment B, Scope of Work, and Attachment H, Sample Master Agreement	Payment Methods	Can Offeror not offer credit card payment as an option? Offeror accepts payment by check or ACH.	No. All Awarded Contractors must have the ability to accept credit card payments.

#	Document	Section Reference	Question	Answer
66	Attachment B, Scope of Work, and Attachment H, Sample Master Agreement	Available Products and Delivery Requirements	Offeror does not inventory its products, and each piece of equipment is manufactured upon receipt of a firm purchase order. The timeline for delivery of products varies (i.e., 90-120) depending on demand, supply chain issues, and other factors. Please confirm this thirty (30) day delivery requirement would not apply to a Contractor that does not inventory products.	No, the Awarded Contractor will not be required to adhere to a 30-day delivery time-frame if they do not inventory their products. Attachment B has been updated to reflect this.
67	Attachment B, Scope of Work	Sensitive Information and Data Breach	Will the cyber security requirements found in these sections apply to a contractor who does not offer products or services applicable to such requirements?	Offeror will need to address this in their redlines to Attachment H, Sample Master Agreement, and in Attachment I, Proposed Modifications to Sample Master Agreement.
68	Attachment B, Scope of Work	Authentication and Access	Please confirm Offeror will be in compliance with the specifications contained in this Section if Offeror provides the ability for the Purchasing Entity's IT Department to complete all these functions.	If Awarded Contractor provides the ability to meet all of the specified requirements, then yes, they will be in compliance.
69	Attachment H	Normal Business Hours	Please advise if the holidays aligns with the holidays observed by the federal government.	Not all federal holidays are recognized in each State. For example, Colorado no longer recognizes Columbus Day, therefore, this will need to be addressed with each Participating State during PA negotiations.
70	Attachment B, Scope of Work	Open Market Items	Please confirm Offeror does not need to include prices for Not Specifically Priced (NSP) items. If yes, Offeror will not list prices for NSP items as part of Offeror's response.	Confirmed. Per the RFP, Offerors must only submit pricing for Groups A, B, C, D, E, and/or F. If Offeror also wants to provide MPS, they must submit pricing for it, per the MPS Price List. As already noted, MPS will not be a separate Award.
71	Attachment H, Sample Master Agreement	NASPO ValuePoint Summary and	Can the Lead State provide sample reports for the following: Detailed	No. Reporting requirements will be addressed during Master Agreement negotiations.

#	Document	Section Reference	Question	Answer
		Detailed Usage Reports	Sales Data, Sales Data Crosswalks and Executive Summary reports?	
72	Attachment H, Sample Master Agreement	Most Favored Customer	<p>To comply with this clause, can the Lead State clarify if the following exclusions are allowed?</p> <ol style="list-style-type: none"> <li>1. Offeror's dealer program allows dealers to resell products in accordance with Offeror's dealer program requirements and is based on providing a wholesale discount rate to authorized dealers, but these discounts are not available to any public or private entity.</li> <li>2. GSA contracts.</li> <li>3. Global purchase agreements.</li> <li>4. Quantity purchase discount offer for POs during the past 12 consecutive months.</li> </ol>	<p>The intent of the language in this section is for the Awarded Contractor to simply notify the Lead State and NASPO ValuePoint if the Awarded Contractor has other provisions or agreements in place that could affect the promotion of the Master Agreement OR that could impact pricing adjustments to the Master Agreement. So for example, if your GSA contract has a provision which states that another cooperative contract can't have better pricing than what is on the GSA schedule, then you need to provide the Lead State and NASPO ValuePoint with a copy of that provision.</p>
73	Attachment B, Scope of Work, and Attachment H, Sample Master Agreement	Lemon Clause	<p>Offeror is requesting the Lead State to consider revising this section with the following language:</p> <p>Any Device that fails (except due to operator error, Purchasing Entity's physical site environment issues/malfunctions, 3<sup>rd</sup> party servicing the Device, normal wear and tear of the machine, failure of Purchasing Entity (and its designated personnel) to follow manufacturer's published operator manual, modifying the Device without obtaining authorized written consent from Contractor) to function in accordance with the Manufacturer's published performance</p>	<p>No.</p>

#	Document	Section Reference	Question	Answer
			<p>specifications, twelve (12) times in any twelve (12) week period and/or is subject to recurring related problems not indirectly or directly caused by Purchasing Entity (and/or its personnel, subcontractors, or agents), shall be replaced with replacement parts contained with the Device that meets the original equipment manufacturer's specifications, at no cost to the Purchasing Entity.</p>	
74	Attachment B, Scope of Work, and Attachment H, Sample Master Agreement	Lemon Clause	<p>Please advise if the Lead State will consider revising the application period from thirty-six (36) months to six (6) months from the date of Acceptance.</p>	No.
75	Attachment H, Sample Master Agreement	Required Updates	<p>Please confirm Contractor will not have to perform the required updates pursuant to Section 8.3 if Contractor does not inventory its products, and therefore, no products will be considered on backorder.</p>	Awarded Contractor <b>will still be required</b> to update the Purchasing Entity on a semi-monthly basis regarding the status of their Order.
76	Attachment H, Sample Master Agreement	Section 10.8	<p>Offeror is respectfully requesting that a product should only be deemed to be in significant failure by the Participating State as described in Section 10.8 if the applicable product continues to deviate from its published specifications after Contractor has been given a commercially reasonable amount of time to perform maintenance service under the applicable warranty period or Maintenance Service Agreement.</p>	The addition of this clause will not be added to the Master Agreement; rather, it can be addressed with each Participating State during PA negotiations.

#	Document	Section Reference	Question	Answer
77	Attachment H, Sample Master Agreement	Cyber Liability	Offeror requests the removal of this cyber liability insurance coverage requirement for Offerors who are not providing products and services where it is applicable.	Offeror will need to address this in their redlines to Attachment H, Sample Master Agreement, and in Attachment I, Proposed Modifications to Sample Master Agreement.
78	Attachment H, Sample Master Agreement	Confidentiality, Non-Disclosure, and Injunctive Relief	Contractor is respectfully requesting that the confidentiality obligations set forth in this Section 14.2 apply to both parties in perpetuity.	No. Due to the variance in record retention, statutory requirements for confidentiality, and open records acts, neither the Lead State or NASPO ValuePoint set confidentially requirements for Participating States or Entities at the Master Agreement level. Therefore, Awarded Contractors may negotiate confidentiality requirements at the PA level.
79	Attachment B, Scope of Work, and Attachment F, and Attachment H	Contractor Responsibilities and Tasks; Performance Standards, Administrative Fees, Purchased Equipment	<p>1. Offeror will email a service report (contains service summary information, per call) upon completing of each individual service call (preventive maintenance and/or repair service call request) at the customer's site. Can Offeror's service report be considered an equivalent or an acceptable substitution for the report as described in Attachment A (4.2) and Attachment F (II-3)?</p> <p>2. Regarding (iv) useful life, per device report, Offeror is the OEM and sells service plans for these machines to all similarly situated customers (commercial and governmental entities). As such, Offeror has customers that have continuously purchased service plans from Offeror that are five, eight, or</p>	<p>1. Incorrect references provided in this question. The Lead State is not clear as to what Offeror is asking and therefore chooses not to respond.</p> <p>2. If the Device has surpassed it's Useful Life and the customer is still paying for a maintenance plan, then No, estimated end of Useful Life is not required in the report.</p>

#	Document	Section Reference	Question	Answer
			ten years old, from the date the device was originally delivered. Based on the above, is the request for the report to include estimated end of useful life not applicable.	
80	Attachment A, RFP Terms and Conditions	Renewal Term Definition	Will you please clarify that the customer may cancel at any time with 30 days' notice, without penalty, during the renewal term?	If the customer enters into a month to month renewal, they can cancel at anytime without penalty. If however, they enter into a 12-month renewal and cancel early, penalties may be assessed. Refer to revised Section III.D of Attachment B for additional clarification.
81	Attachment B, Scope of Work	Device Upgrade and Downgrade	Would the State please consider adding the following language in blue: A Purchasing Entity may do a Device Upgrade or Downgrade on a lease or rental at any time throughout the term of the lease or rental agreement (limited to 10% or less of the entire fleet).	No, this language will not be incorporated into the RFP or subsequent Master Agreements. The Lead State believes that if a Purchasing Entity wants to upgrade (or downgrade) their entire Fleet, they should have the ability to do so. However, Awarded Contractor is free to speak with each Participating State about including this clause during PA negotiations.
82	Attachment G-1 through G-6	Service-Supplies Pricing Tab	There is only a flat rate fee with no supplies listed. Can an option for a flat rate fee with supplies included be added to the price sheets?	Yes. See revised Attachments G-1 through G-5. Attachment G-6 does not reflect this change.
83	Attachment H, Sample Master Agreement	Pricing, Payment & Leasing	Should this reference Attachment A RFP Terms and Conditions, or Attachment B Scope of Work? We do not see an Exhibit A Statement of Work.	No. Exhibit A, Statement of Work, is the correct reference but due to time constraints, the Lead State was not able to modify Attachment B, Scope of Work, to become Exhibit A, Statement of Work, in the Sample Master Agreement. Ultimately, Exhibit A will be created from Attachment B and customized to fit the Awarded Contractor's offerings. It's for this reason that Attachment H is called a "Sample." It's also important to note that the 2024 Master Agreements will look substantially different than the current Master Agreements, which is also why Exhibit A, Statement of Work, will be its own Exhibit, rather than being

#	Document	Section Reference	Question	Answer
84	Attachment H, Sample Master Agreement	Force Majeure	Given the unprecedented impact COVID-19 brought globally, would you please consider adding additional causes such as epidemics, pandemics, and common carrier delays? This language is in many other Government contracts, so this would bring industry consistency as well.	The definition has been modified to include pandemics and (conditional) epidemics. A force majeure event may cause a carrier delay, but a carrier delay itself, is not a force majeure event.
85	Attachment G, Cost Proposal	Section I.B.	Please exclude Group C and Subgroup C-1	See revised Attachment G. However, only Group C has been excluded since Offerors are not required to submit pricing with their proposal for Sub-Group C1, and Attachment G solely refers to pricing for Proposal submission.
86	Attachment B, Scope of Work	Section II.3.9	Per BLI they serve Original Equipment Manufacturers (OEMs), dealers, and business consumers, reporting on devices like printers, multifunctional devices, facsimile machines. scanners, wide-format devices, and digital imaging software.  They do not handle many of the Specialty Print and Industrial Print devices, so these products will not be found in BLI. How will you accommodate these products being on contract?	Section II.3.9 falls under <u>Primary Product and Service Offerings</u> , <b>Group Categories</b> .  <u>Specialty Print and Industrial Print falls under Ancillary Product and Service Offerings</u> , <b>Sub-Group Categories</b> .  Primary Groups have different requirements than Sub-Groups, which is why they are being evaluated and Sub-Groups are not. Therefore, the Lead State does not expect Sub-Group products to be listed on Buyer's Lab.
87	Attachment B, Scope of Work	Ancillary Product and Service Offerings	For Groups C and D, it is stated that the accessory discount for OEM versus non-OEM items can be different. This allows us to have a higher discount on OEM accessories than for non-OEM accessories. However, the language	The language in this section does not specifically address "accessories" as your question implies. The term used is "Products" which, per the definition of Products, encompasses the base model, accessories, supplies, software, etc. That said, your question has prompted the Lead State to include a Non-OEM Base

#	Document	Section Reference	Question	Answer
			<p>only indicates accessories are allowed to have differing discounts between OEM and non-OEM.</p> <p>Can language be added that allows for base unit discounts to be at different discounts between OEM and non-OEM as well? This would allow all Suppliers to give deeper discounts on OEM base units.</p>	<p>line item on the Discount from MSRP tab in Attachments G-2, G-3, G-4, G-5 and G-6. Please note that Attachment G-1 (Group A) is OEM only and therefore has not been revised to allow for Non-OEM base units.</p>
88	Attachment B, Scope of Work	Maintenance Agreement; Renewal Terms and Legacy Devices	<p>Section 9.2 h legacy devices addresses how maintenance should be handled for both NP-18-001 and 3091 devices, yet under Section 9.2 c Renewal terms, it seems as if there is a distinction being made between NP-18-001 and 3091, but we are not clear on what that distinction is since letter h has the same rules apply to both legacy contracts. Please clarify.</p>	<p>The same rules apply to Legacy Devices acquired under both NP-18-001 and 3091. See revised Attachment B.</p>
89	Attachment B, Scope of Work	Device Relocation	<p>This section states “Up to 50 miles from building in which Device was <b>originally placed</b>”. If a customer asks us to move a machine from their location to a storage area for a temporary period, and then later on back to the original location, this may be interpreted as the Contractor would be responsible to move the unit back to its original location free of charge. When the Contractor should in fact be able to charge them for both moves. We would like to recommend the language be revised to “Up to 50 miles from building in which Device is currently placed”</p>	<p>Language has been modified. Refer to revised Attachment B.</p>

## **Attachment A RFP TERMS AND CONDITIONS**

This RFP and Offeror's participation therein is subject to the following terms and conditions:

### **I. DEFINITIONS**

- A. A3 MFD** - A Multi-function Device which is designed to handle letter, legal, ledger and some smaller paper sizes, such as postcards and envelopes.
- B. A4 MFD** - A Multi-function Device which is designed to handle letter, legal and some smaller paper sizes, such as postcards and envelopes. Ledger size paper is NOT an option on this Device.
- C. Acceptance** - 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 Device, unless the Purchasing Entity provides a written notice of rejection to Contractor.
- D. Acceptance Testing** - The process set forth in the Master Agreement for ascertaining that the Device meets the standard of performance prior to Acceptance by the Purchasing Entity.
- E. Accessory** - A compatible item that is added to the Base Unit to enhance its capabilities and functions.
- F. Authorized Dealer** - The Manufacturer's authorized sales and Service center (also known as a Dealer, Distributor, or Partner) that must be certified by the Manufacturer to sell the Manufacturer's Products, and perform machine installation and maintenance on Devices offered by the Manufacturer. A Purchasing Entity must be able to, at a minimum, visit the sales and service center to view and test Device.
- G. Award** - the selection of an Offeror based on the Offeror's Proposal, to receive a Master Agreement resulting from the RFP.
- H. Base Unit** - The copier, printer, Scanner, Large/Wide Format and Production Devices that include all standard Accessories and parts and excludes optional Accessories and/or software.
- I. Blended Rate** - A rate that is derived by taking the b&w and color cost per click rates on one or more Devices and calculating one rate that a customer will be billed for all copies, regardless of Device type and b&w or color output. Allows for simplicity when billing copies run.
- J. Bronze Standard** - Devices which meet less than 50% of the 28 optional EPEAT criteria.
- K. Business Day** - Any day other than Saturday, Sunday, or a legal holiday.
- L. Buyout to Keep** - The early termination option on an FMV or Capital Lease that involves the acquisition of the Device by the Purchasing Entity, and consists of any current and past due amount, plus the remaining stream of Device Payments.
- M. Buyout to Return** - The early termination option on an FMV, Capital or Straight Lease that involves

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Multi-Function Devices and Related Software, Services and Cloud Solutions**



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**Solicitation Number: RFP-NP-23-001**

the return of the Device by the Purchasing Entity to Contractor, in good working condition (ordinary wear and tear excepted), and consists of any current and past due amounts, plus the remaining stream of Device Payments.

- N. Cancellable Rental** - An agreement that is cancellable upon the Purchasing Entity providing the Contractor with a thirty (30) day written notice, and is subject to a maximum penalty of up to three (3) months of Total Monthly Payments. Device ownership is not an option.
- O. Capital Lease** - For the purposes of this RFP and resulting Master Agreement(s), a Capital Lease shall also be referred to as a \$1 Buyout Lease and title of the Device will automatically pass from the Contractor to the Purchasing Entity at the end of the Initial Lease Term, and the Purchasing Entity will not be subject to additional payments in order to assume ownership. However, it will be at the discretion of the Participating State or Entity as to whether other criteria will also be considered, such as a bargain purchase option, a lease term longer than 75% of the estimated economic life of the Device, or the present value of the lease payments is greater than 90% of the fair market value of the Device at the beginning of the Initial Lease Term, or any other legal requirements relating to a Capital Lease.
- P. Confidential Information** - means any and all information in any form that is marked as confidential or would by its nature be deemed confidential and is obtained by Offeror in connection with this RFP, including but not limited to the data or records of the Lead State, the Multistate Sourcing Team, NASPO, or NASPO ValuePoint.
- Q. Contractor** – The person or entity delivery Products and performing Services under the terms and conditions set forth in the Master Agreement.
- R. Cotermious** - Two or more leases or rentals that end at the same time. The original lease or rental payment is modified to reflect the addition of a new piece of Device or Accessory. The original term of the lease or rental is not modified as a result of a Cotermious addition.
- S. Deliverable** – A Product, Service, solution, result, labor, or other effort being sought through this RFP.
- T. Device** - The Base Unit, either with or without optional Accessories and/or software. May also be referred to as “Equipment.”
- U. Device Downtime** - The period of time that a Device is waiting for Service to be completed.
- V. Device Payment** - The Device portion of the payment, less any Service, Supplies, and maintenance.
- W. Device Trade-In** - An agreed upon transaction between the Purchasing Entity and Contractor, in which Contractor takes ownership of Purchasing Entity’s owned Device, often for a discounted amount.
- X. Device Upgrade or Downgrade** - A replacement of the Purchasing Entity’s existing lease or rental Device, with a different piece of Device, of either greater or lesser value. A new lease or rental is then originated for the new piece of Device, with the remaining lease or rental payments on the old Device wrapped into it. The old lease or rental is closed out, and the Device is returned to Contractor.
- Y. Electronic Product Environmental Assessment Tool (EPEAT)** - A tool which evaluates and selects Device according to a list of preferred environmental attributes. EPEAT registered means Devices

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Multi-Function Devices and Related Software, Services and Cloud Solutions**



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- meet the 1680.2 IEEE Standard for Environmental Assessment of Imaging Device, as amended.
- Z. Energy Star** - The U.S. Environmental Protection Agency's standard for energy efficiency.
  - AA. Fair Market Value (FMV) Lease** - A lease in which the Purchasing Entity can either 1) Take title to the Device at the end of the Initial Lease Term by paying the residual value to Contractor, 2) Enter into a Renewal Term for the Device, or 3) Return the Device to Contractor at the end of the Initial Lease Term.
  - BB. Free on Board (FOB) Destination** - Contractor is responsible for transportation and handling charges and the sale does not occur until the Products arrive at the Purchasing Entity's specified location.
  - CC. Group** - The classification for the different types of Devices solicited in this RFP. Groups are determined by the Devices primary functions and/or capabilities.
  - DD. Initial Lease or Rental Term** - The length of time (i.e. 12, 18, 24, 36, 48, or 60 months) that a Purchasing Entity enters into a lease or rental agreement.
  - EE. Interested State** - A state that has requested to be identified as a potential Participating Entity in this RFP.
  - FF. Large/Wide Format Equipment** - A Device that prints on a large paper via a variety of output options.
  - GG. Lead State** - The State issuing this RFP.
  - HH. Legacy Device** - Device that was purchased, leased, or rented either under a prior NASPO ValuePoint or WSCA Master Agreement, another program, or via any other means.
  - II. Maintenance Agreement** - An agreement in which the Contractor provides monthly Service, parts, Supplies, and Preventative Maintenance on purchased, leased or rented Devices.
  - JJ. Managed Print Services (MPS)** - The management, service, and support of the Purchasing Entity's entire enterprise and output infrastructure of printed materials, with the objective of creating a solution that improves the print process and reduces the expense of printed material.
  - KK. Manufacturer** - A company that, as its primary business function, designs, assembles, and owns the trademark/patent and markets a Device. Also referred to as Offeror and Contractor.
  - LL. Manufacturer's Suggested Retail Price (MSRP)** - The list price or recommended retail price of a Product in which the Manufacturer recommends that the retailer sell the Product.
  - MM. Master Agreement** means a contract, resulting from this RFP, that is executed by and between a successful Offeror and the Lead State, acting in collaboration with NASPO ValuePoint.
  - NN. Multi-function Device (MFD)** - A Device which incorporates the functionality of multiple Devices into one, such as print, fax, copy and scan. Each feature can work independently of the other.
  - OO. Multistate Sourcing Team** - The group of individuals assisting the Lead State with solicitation and contracting activities, which may include but are not limited to development of this RFP, evaluation of Proposals, negotiation of Master Agreements, and evaluation of Contractor performance.
  - PP. NASPO** - The National Association of State Procurement Officials.
  - QQ. NASPO ValuePoint** - The cooperative contracting division of NASPO.

**Request for Proposals for  
Multi-Function Devices and Related Software, Services and Cloud Solutions**



Issued by the **State of Colorado**  
**Solicitation Number: RFP-NP-23-001**

- RR. Newly Manufactured** - Devices that have not been Refurbished, Remanufactured, rented, leased, sold, or used in a demonstration, and are currently being marketed by the Manufacturer.
- SS. Normal Business Hours** – Defined as the hours between 8AM and 5PM, Monday through Friday, Holidays excluded.
- TT. Not Specifically Priced (NSP)** - NSP items enhance or compliment the Device but are not listed in the Master Agreement Price List(s). NSP's may include Coin-Op equipment, empowering software etc.
- UU. OEM** - Original Equipment Manufacturer.
- VV. Offeror** - A Manufacturer submitting a Proposal in response to this RFP.
- WW. Order** – Any type of encumbrance document or commitment voucher, including, but not limited to, a purchase order, contract, MPS statement of work, Maintenance Agreement, lease agreement, rental agreement etc.
- XX. Participating Addendum** - A contract, referencing a Master Agreement, that is executed by and between a Contractor and a Participating Entity and may include Participating Entity-specific requirements and terms.
- YY. Participating Entity** - A state, or another entity authorized to enter into a Participating Addendum, that executes a Participating Addendum with a Contractor.
- ZZ. Preventative Maintenance** - The servicing of a Device for the purpose of maintaining a satisfactory operating condition by providing systematic inspection, detection, and correction of failures either before they occur or before they develop into major defects.
- AAA. Private Label** - Devices that are manufactured by one company and sold under a retailer's brand name.
- BBB. Production Device** - A high-speed, high-quality printing Device that typically has advanced finishing functionality.
- CCC. Product** – Devices, Accessories, parts, software, and/or Supplies provided by Contractor pursuant to the Master Agreement.
- DDD. Proposal** - An Offeror's submission in response to this RFP, including information submitted directly through the RFP Website and information submitted after the RFP Close Date at the request of the Lead State.
- EEE. Purchasing Entity** – A city, county, district, institution of higher education, and some non-profits who issue an Order against the Master Agreement via their Participating State or Entity's Participating Addendum.
- FFF. Refurbished** - A Device which has received extensive maintenance and/or minor repair, including the replacement of all standard parts subject to wear during the normal course of use. For the purpose of this RFP and resulting Master Agreement(s), Refurbished Device shall not have more than 750,000 original copies on it. In addition, Refurbished Device must only contain OEM parts. Refurbished Device must be certified by the Manufacturer.
- GGG. Remanufactured** - The process of disassembling Devices known to be worn or defective that can be

**Request for Proposals for  
Multi-Function Devices and Related Software, Services and Cloud Solutions**



Issued by the **State of Colorado**  
**Solicitation Number: RFP-NP-23-001**

reused or brought up to OEM specification by cleaning, repairing or replacing it in a manufacturing environment and then reassembling and testing it, so that it will operate like a new Device. Remanufactured Devices must be certified by the Manufacturer.

**HHH. Renewal Term** - A lease term that supersedes the Initial Lease Term, and which a Purchasing Entity may enter into upon thirty (30) days prior written notice to Contractor. Each Renewal Term shall not exceed 12 months, the residual value of the Device, or the Useful Life of the Device. Capital Leases are excluded from going into renewal.

**III. Response Time** - The time from when the original Service Call is placed with the Contractor or Authorized Dealer, to when the Service technician arrives at the Purchasing Entity's location.

**JJJ. RFP** - This Request For Proposals, including all attachments and exhibits and any information posted by the Lead State to the RFP website, as amended.

**KKK. Scanner** - A Device that scans documents and converts it into digital data.

**LLL. Segment** - The various speeds that Devices are categorized by.

**MMM. Services** – The labor required to be performed by Contractor pursuant to the Master Agreement or an Order. Services may include, but are not limited to, maintenance, MPS and software installation.

**NNN. Service Base Location** - The place of business where the Contractor or Authorized Dealer stores parts and provides training for service technicians.

**OOO. Service Call** - An on-site Service technician visit due to Device error or malfunction.

**PPP. Short-Term Rental** - A type of agreement in which ownership is not an option and the maximum rental term does not exceed 18 months.

**QQQ. Single-function Printer** - An inkjet or laser Device that only prints and is not capable of other functions such as copying, faxing or scanning.

**RRR. Straight Lease** - A type of agreement in which ownership is not an option and the Total Monthly Payment amount remains firm throughout the Initial Term.

**SSS. Supplemental Documents** - Documents include, but are not limited to, lease agreements, rental agreements, Maintenance Agreements, and MPS Statement of Work documents that are pertinent to the Products being offered. For purposes of Proposal submission, Supplemental Documents do not include software, end-user, or click-wrap agreements.

**TTT. Supplies** - Consumable items that get used up or are discarded once used, such as ink cartridges.

**UUU. Third Party** – A person or entity that may be directly involved, but is not a principal to an arrangement, contract, deal, lawsuit, or transaction.

**VVV. Total Monthly Payment** - The Device portion of the payment, as well as any Service, Supplies or maintenance, and less any applicable taxes.

**WWW. Useful Life** - Period during which a Device is expected to be usable for the purpose in which it was manufactured.

## **II. GOVERNING LAW AND VENUE**

**Request for Proposals for  
Multi-Function Devices and Related Software, Services and Cloud Solutions**



Issued by the **State of Colorado**  
**Solicitation Number: RFP-NP-23-001**

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- A. This RFP and Offeror's participation in it is governed by and construed in accordance with the laws, rules and policies of the State of Colorado. Further, Offeror must comply with all applicable federal laws.
- B. Unless otherwise specified in this RFP, the venue for any protest, claim, dispute, or action relating to this RFP, including evaluation and Award, is in the state of Colorado.
- C. Any claim relating to this RFP brought in a federal forum must be brought and adjudicated solely and exclusively within the United States District Court for the Lead State.

**III. RFP DOCUMENTS**

**A. RFP Website.**

- 1. The RFP Website is the sole source for official RFP documents and updates. The Lead State may, but is under no obligation to, notify Offeror of updates to the RFP Website, including the posting of RFP amendments.
- 2. Documents from this RFP may be posted on multiple websites, including non-Lead State procurement solicitation boards and the NASPO ValuePoint website, or distributed through other channels, such as email. Such distribution is for advertising and informational purposes only, and documents and information from sources other than the RFP Website should not be relied upon to develop or submit a Proposal. Proposals or questions submitted through any means other than those specified in this RFP will not be addressed or considered by the Lead State.

**B. RFP Amendments.**

- 1. The Lead State may, at any time and in its sole discretion, issue one or more amendments to this RFP. Information shared orally or in informal communications will not be considered an amendment unless explicitly stated in the communication or documented in writing on the RFP Website.
- 2. The Lead State may extend any deadline given to Offerors during the RFP process, including the RFP Close Date and RFP Q&A Deadline.
- 3. The Lead State may make immaterial corrections or clarifications to the RFP.
- 4. Offeror is wholly responsible for reviewing amendments and updates to the RFP Website, acknowledging amendments as required, and submitting a Proposal that is responsive to and compliant with the RFP as amended.

**C. Waiver.**

- 1. The Lead State may waive any requirement in this RFP if the Lead State determines that waiver is in the best interest of the Lead State and potential Participating Entities and Purchasing Entities.
- 2. Waiver of a requirement will not be construed as waiver of any other requirement in this RFP.
- 3. The Lead State may waive minor irregularities or defects in an Offeror's Proposal.

**D. Protest Information.**

1. In accordance with Article 109 of the Colorado Procurement Code, any aggrieved party in connection with the RFP or Award of a Master Agreement may protest by sending an email to the following: John Chapman at [john.chapman@state.co.us](mailto:john.chapman@state.co.us). The protest shall be submitted within ten (10) Business Days after such aggrieved party knows or should have known of the facts giving rise to the protest.
2. C.R.S Title 24, Article 109, Section 505, Costs, in part, states that when a protest is sustained and the aggrieved party should have been, but was not awarded the contract under the Solicitation, the aggrieved party shall be entitled to the reasonable costs incurred in connection with the Solicitation, including bid preparation costs. Reasonable costs shall not include attorney fees. No other costs shall be permitted.

**IV. PROPOSALS**

**A. Late Delivery or Non-delivery of Proposal.** Offeror is wholly responsible for ensuring Offeror's Proposal is complete and submitted timely to the Lead State in the format required by this RFP. The Lead State will not accept a Proposal after the RFP Close Date.

**B. Modified and Alternate Proposals.** Offeror is expected to submit Offeror's most favorable terms and pricing in its original Proposal submitted by the RFP Close Date. The Lead State is under no obligation to provide Offeror an opportunity to modify or submit an addendum to Offeror's original Proposal or to submit another Proposal, including a best and final offer, prior to final evaluation and award. Alternate Proposals will not be accepted unless otherwise specified in this RFP.

**C. Cost Proposal.**

1. Offeror must review **Attachment G, Cost Proposal Information and Instructions** and then complete all required elements of **Attachments G-1 through G-6** (or any Groups Offeror is responding to) and **Attachment G-7** (if submitting a response for MPS). The format and structure of the Cost Proposal is intended to allow for a fair evaluation of like costs among Offerors. Deviation from the format or structure of the Cost Proposal may result in Offeror's Proposal being deemed non-responsive.
2. Offeror is wholly responsible for ensuring figures and calculations submitted in Offeror's completed Cost Proposal are accurate, even if formulas have been provided by the Lead State as a courtesy.
  - a. Inclusion of cost or pricing information in any document other than Attachments G-1 through G-7, may result in Offeror's Proposal being deemed non-responsive.
  - b. Submission of costs determined not to be reasonable by the Lead State may result in Offeror's Proposal being rejected, regardless of the results of the Cost Proposal evaluation.

**D. Proposed Modifications to the Sample Master Agreement.**

1. The Lead State may, but is not obligated to, consider proposed modifications to **Attachment H, Sample Master Agreement**. Provisions of the Sample Master Agreement that are

generally inapplicable to, incompatible with, or unsuitable for the subject of this RFP should be brought to the attention of the Lead State using the process described in this RFP for asking questions and will be addressed only at the sole discretion of the Lead State.

2. Offeror-specific modifications to Attachment H, may be proposed as part of Offeror's Proposal in **Attachment I, Proposed Modifications to Sample Master Agreement**, but are strongly discouraged. The quantity, breadth, and nature of modifications proposed by Offeror may be considered in the Lead State's evaluation of Offeror's Proposal and of its risks, costs, and benefits to the Lead State and potential Participating Entities and Purchasing Entities. Proposing excessive or overly restrictive modifications, or proposing modifications upon which Offeror's Proposal is conditioned, may result in Offeror's Proposal being deemed non-responsive.
3. The following may not be considered by the Lead State:
  - a. Any proposed modification not submitted with Offeror's Proposal;
  - b. Any proposed modification not accompanied by an explanation as required in Attachment I;
  - c. Any proposed modification not reflected in redlined edits to Attachment H and submitted with Offeror's Proposal; and
  - d. Any proposed modification merely referencing another document or a URL.
4. Offerors may propose additional terms but must include them as redlines to the Sample Master Agreement, and must indicate in Attachment I that such redlines have been made and where they can be located in the Sample Master Agreement.

**E. Proposal Contact.**

1. The Proposal Contact identified by Offeror in **Attachment E, Offeror Information, Acknowledgements, and Certifications** must be able to respond timely to communications from the Lead State. Offeror must, within 24 hours, notify the Lead State of any change to Offeror's Proposal Contact. Offeror is wholly responsible for ensuring communications received by Offeror's Proposal Contact are reviewed and addressed timely by the appropriate personnel.
2. The Lead State may, but is under no obligation to, notify Offeror's Proposal Contact of updates to the RFP Website, including the posting of RFP amendments. Offeror is wholly responsible for reviewing updates and submitting a Proposal that is responsive to and compliant with the RFP as amended.

**F. Proposal Development Costs.** All costs incurred by Offeror in the preparation and submission of a Proposal, including any costs incurred during discussions, clarifications, or demonstrations, are the responsibility of Offeror and will not be reimbursed.

**G. Firm Offer.** Offeror's Proposal will act as a firm offer for 180 days following the RFP close date. After 180 days, the offer will remain open unless revoked by Offeror via written withdrawal of Offeror's Proposal.

**H. Ownership and Disclosure of Proposals.**

1. Offeror grants Lead State and NASPO a perpetual, irrevocable, non-exclusive, royalty-free, and transferable right to display, modify, copy, and otherwise use the contents of Offeror's Proposal, which may be:
  - a. Shared with NASPO members;
  - b. Shared with entities represented on the Multistate Sourcing Team;
  - c. Posted to the NASPO ValuePoint website following execution of Master Agreements for examination by potential Participating Entities and Purchasing Entities;
  - d. Subject to disclosure in accordance with applicable public information laws, rules, and policies; and
  - e. Subject to retention, archiving, and destruction in accordance with applicable retention laws, rules, and policies.
2. If Offeror is claiming any portion of its Proposal as confidential, proprietary, or protected, Offeror must complete the required sections of **Attachment D, Claim of Business Confidentiality**, and submit with Offeror's Proposal a redacted copy of Offeror's Proposal, which must be clearly marked as such. Offeror may not mark pricing or Offeror's entire Proposal as confidential, proprietary, or protected. Submission of a Claim of Business Confidentiality does not guarantee that information claimed by Offeror as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable public information laws, rules, and policies. If Offeror fails to submit a redacted copy of Offeror's Proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Offeror releases the Lead State, NASPO, NASPO members, and entities represented on the Multistate Sourcing Team from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.

- I. **Confidential Information.** If Offeror is provided or given access to Confidential Information in connection with this RFP, Offeror will keep the Confidential Information in confidence and will not use the Confidential Information for any purpose other than as directed by the Lead State and as necessary to respond to this RFP. Unless otherwise directed by the Lead State, Offeror will destroy Confidential Information within 30 days of the cancellation of this RFP, rejection or withdrawal of the Offeror's Proposal, or execution of a Master Agreement between the Lead State and Offeror.

**V. RIGHTS RESERVED TO THE LEAD STATE**

**A. RFP Contact and Multistate Sourcing Team.**

1. The Lead State may change the RFP contact at any time. The Lead State will notify potential Offerors of the change via an amendment to this RFP, an email to the Offeror's Proposal Contact, or an update to the RFP website.
2. The Lead State is not required to disclose the composition of the Multistate Sourcing Team and may, at any time and without notice, change the composition of the Multistate Sourcing

Team, provided the composition complies with the Lead State's laws, rules, and policies.

- B. Rejection of Proposals.** The Lead State may reject Offeror's Proposal at any time if the Lead State determines that:
1. The Proposal is non-responsive; or
  2. The Proposal has failed to meet any mandatory requirement of the RFP, including any minimum scoring threshold;
    - a. Offeror is not responsible; or
    - b. Offeror has committed a violation of procurement law, rule, or policy.
- C. Cancellation.**
1. The Lead State may cancel this RFP at any time if the Lead State determines that cancellation is in the best interest of the Lead State and potential Participating Entities and Purchasing Entities.
  2. Following cancellation, the Lead State may, at its discretion, re-issue this RFP or issue another RFP for the same or similar Deliverables.
- D. No Exclusivity.**
1. Master Agreements resulting from this RFP will be established solely for the convenience of Participating Entities. The Lead State, Participating Entities, and Purchasing Entities reserve the right to obtain the same or similar Deliverables from other sources when in their best interest and permitted by applicable law, rule, or policy.
  2. The Lead State may, at its discretion, issue a supplemental solicitation during the term of a Master Agreement resulting from this RFP if the Lead State determines that:
    - a. There is insufficient competition among Contractors awarded a Master Agreement resulting from this RFP;
    - b. The quantity or diversity of Deliverables available through Master Agreements resulting from this RFP is insufficient to meet demand; or
    - c. Changes in the industry, market, or technology justify the solicitation of new or supplemental Contractors or Deliverables.
- E. Conditional Awards.**
1. Award and execution of a NASPO ValuePoint Master Agreement by the Lead State is conditioned upon the following:
    - a. Approval by the NASPO ValuePoint Executive Council;
    - b. Approval by any individual or group of individuals required to approve Lead State contracts, such as legal counsel, an overseeing board, or agency head; and
    - c. Negotiation of Master Agreement terms, conditions, and pricing satisfactory to the Lead State, awarded Offeror, and NASPO ValuePoint.

2. Awards not approved by NASPO ValuePoint may, at the Lead State's option, result in a contract for use by the Lead State only.

- F. **Term.** The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement resulting from this RFP for the purpose of making the Master Agreement coterminous with others. If this RFP is a re-solicitation of an existing NASPO ValuePoint portfolio, the Lead State may, at its option, defer the effective date of Master Agreements resulting from this RFP to reduce or eliminate overlap in portfolio terms.
- G. **News Releases.** News releases pertaining to this RFP and associated Awards are prohibited by the Offeror, unless prior written approval has been provided by the Lead State.

## VI. POTENTIAL PARTICIPATING ENTITIES

### A. **Interested States.**

1. States that have requested to be named in this RFP as potential participants in the resulting Master Agreement(s) are listed as Interested States in **Attachment J, Potential Participation**. This list neither guarantees execution of a Participating Addendum by an Interested State nor precludes execution of a Participating Addendum by any state or entity not identified as an Interested State.
2. The Estimated Annual Volume in Attachment J aggregates usage estimates, self-reported by the Interested States, which may be based on any factor considered relevant by each Interested State, including historical usage and anticipated future usage. No minimum or maximum level of sales volume is guaranteed or implied.
3. Some Interested States have also provided state-specific terms and conditions that may apply to a Participating Addendum executed with an Offeror awarded a Master Agreement through this RFP. Any terms and conditions included in Attachment J are being provided for informational purposes only and will not be incorporated into the Master Agreement or addressed or negotiated by the Lead State. Participation and the terms and conditions applicable to each Participating Entity will be determined by the Participating Entity following negotiation of a Participating Addendum with a Contractor.

- B. **Potential Participation by Canadian Entities.** In addition to potential Participating Entities within the United States, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, the Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island, Quebec, Saskatchewan, and Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use a Master Agreement resulting from this RFP, with the approval of the Contractor.

## Attachment B SCOPE OF WORK

This Scope of Work describes the Products and Services being sought through this RFP and the scope of what Contractors will be expected to offer through a Master Agreement resulting from this RFP. The Scope of Work is intended to provide interested Offerors with sufficient basic information to submit a proposal. It is not intended to limit a proposal's content or exclude any relevant or essential data.

### I. Master Agreement Overview

- A. Contractor may not provide Products that have not been approved by the Lead State, with the exception of NSP items, as referenced in **section II.B.3**.
- B. Contractor may offer Devices in any Segment of any Group they are Awarded, as long as the Device meets the minimum requirements of the RFP, and the discount offered is the same as the discount proposed for that Segment within that Group. Refer to the instructions in **Attachment G, Cost Proposal Information and Instructions**, as well as each of the **Group Price Lists (Attachment G-1 through G-6)** for additional information.
- ~~C. Per Section 508 of the United States Workforce Rehabilitation Act of 1973, Contractor must offer Devices in at least one (1) Group under the resulting Master Agreement that can be accessible to people with disabilities.~~
- D. Any Devices added to the Master Agreement throughout the term of the Contract must be discounted according to the proposed discount for the appropriate Segment or as specified in **section II.A.4**.
- E. ~~MPS will NOT be a separate Award. The only way Contractor can provide MPS under the Master Agreement is if they are awarded Group A, B, C, D, E and/or F. If Contractor is awarded MPS however, they may provide it under any Group, regardless of whether they have been awarded that Group. However, MPS may not be provided on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless Contractor has a written agreement with the Manufacturer to do so. Further, Contractor is not permitted to provide (e.g. sell, lease, rent) Devices under any Group they have NOT been awarded.~~
- F. Contractor may add, remove or modify Products and Services on their Price Lists **once per calendar month quarter**, provided the Products and Services fall within the scope of the RFP and resulting Master Agreement. Modifications do NOT include price increases.
- G. Any Device additions must be updated with Buyer's Lab within ninety (90) days of submission to the Lead State. Failure to adhere to this requirement will result in the Device(s) being removed from the Master Agreement Price List(s) until such time they can be verified on Buyer's Lab. In addition, if a Device is acquired by a Purchasing Entity that is not listed on Buyer's Lab within 90 days of it being added to the Price List, then Contractor shall remove the Device from the Purchasing Entity location and substitute it with a Device of equal or greater value, at no charge to the Purchasing Entity. This substituted Device must be on the Price List, AND listed on Buyer's Lab.
- H. Pricing
  - 1. MSRP/List Price discount percentages must be guaranteed throughout the term of the Master Agreement, including any renewal terms, however; Contractor may increase its discount percentage at

- any time. The Lead State must be notified of any such discount percentage increase, and provided with a copy of the new Price List(s).
2. Pricing must include all shipping, delivery, and installation costs associated with the Products. Excess installation charges however, may be billable. Refer to **section IV.G.5** for more information.
  3. The proposed pricing shall be Ceiling Pricing. Contractor may offer lower pricing on a per Order basis to Purchasing Entity’s; likewise, Purchasing Entity’s may request lower pricing on a per Order basis from Contractor.
  4. Price Lists received after the 1st day of the new quarter may not be approved for up to thirty (30) days following submission. In addition, errors in Contractor Price Lists may delay the approval process further.
  5. Contractor may update their lease and rental rates once per quarter by providing the Lead State with documentation regarding said rate changes. **Updates to lease and rental rates will not be permitted until 8/1/2025.**
  6. Pricing submitted with Contractor’s proposal shall remain firm during the first twelve (12) months of the Master Agreement (e.g. 8/1/2024 – 7/31/2025). Contractor may then update their pricing **once per calendar year**. All requested price increases must be sent to the Lead State and include documentation from Contractor which provides a detailed explanation for the increase. While there will not be any restrictions regarding direct and indirect cost increases, it will be at the Lead State’s sole discretion to determine if the requested increase has a direct correlation to the Deliverables being offered under the Master Agreement. Price increases shall be allowed for all Products and all Services, including rate and fee structures on maintenance plans.
  7. All approved Price Lists will be submitted by the Lead State to NASPO ValuePoint. Contractor shall then update all applicable websites with the new Price Lists after the NASPO ValuePoint website has been updated. Contractor is not permitted to send Price List updates directly to NASPO ValuePoint.
  8. All inclusive Cost Per Copy (CPC) programs may be offered upon request by the Participating State or Entity, but pricing must not exceed Master Agreement pricing. Contractor must provide the Participating State or Entity with their pricing breakdown which enables the Participating State or Entity to easily compare the pricing in the CPC structure against the pricing in the Master Agreement.
  9. Contractor may offer state-wide promotional discounts, customer location specific discounts, bulk discounts, or spot discounts. Contractor must notify the Participating State or Entity Contract Administrator of special state-wide promotional discounts.

**II. Master Agreement Deliverables**

**A. Primary Product and Service Offerings**

1. **Group Categories.** Segments shall be utilized to distinguish the various speeds of the Devices within Groups. The speeds are denoted in Page per Minute (PPM). The Segments for each Group are as follows:

Group A – MFD, A3	
Segment	PPM
2	20 – 30
3	31 – 40

4	41 – 50
5	51 – 60
6	61 – 70
7	71 – 90
Group B – MFD, A4	
Segment	PPM
1	Up to 20
2	21 – 30
3	31 – 40
4	41 – 50
5	51 – 60
6	61+

Group C – Production Equipment	
Segment	PPM
1	65 – 79
2	80 – 89
3	90 – 110
4	111 – 130
5	131+

Group D – Single-function Printers	
Segment	PPM
1	Up to 20
2	21 – 40
3	41 – 60
4	61+

Group E – Large/Wide Format Equipment			
Segment	A1 or D Size PPM*	Width – Office	Width - Industry
Low	0 – 3	24” – 44”	46” and higher
Medium Low	4 - 9	24” – 44”	46” and higher
Medium High	10 - 19	24” – 44”	46” and higher
High	20+	24” – 44”	46” and higher

\*Speeds denoted above are based on b&w output

Group F - Scanners	
Segment	PPM
1	10 – 29
2	30 – 49
3	50 – 69

4	70 – 89
5	90 – 110
6	111 – 130
7	131+

**2. Device Configurations.** Devices must be equipped, at a minimum, with the following Accessories/capabilities:

**2.1 Group A – MFD, A3**

- a. New power filter;
- b. Duplex for Segment 3 and above;
- c. Standard paper drawer(s) equal to or greater than:
  - i) One (1) paper supply for Segment 2;
  - ii) Two (2) paper drawers for Segments 3 and 4; and/or
  - iii) 2,000 sheet paper capacity for Segments 5 and above.
  - iv) Paper size capacity up to 11" x 17"; and
  - v) Bypass paper supply, if applicable for Segment.

**2.2 Group B – MFD, A4**

- a. New power filter;
- b. Bypass paper supply;
- c. Standard paper drawer(s) equal to or greater than:
  - i) One (1) paper supply for Segments 1 and 2;
  - ii) Two (2) paper drawers for Segments 3 and 4; and/or
  - iii) 1,000 sheet capacity for Segments 5 and above.
- d. Paper size capacity up to 8 1/2" x 14"; and
- e. Envelope adjustment capability.

**2.3 Group C – Production Equipment**

- a. New power filter;
- b. Standard paper drawer(s);
- c. Standard paper capacity;
- d. Duplex; and
- e. Network connectivity.

**2.4 Group D – Single-function Printers**

- a. Must include an inkjet, light emitting diode (LED), or laser print engine;
- b. Standard paper drawer(s);

- c. Standard paper capacity; and
    - d. Network connectivity.
  - 2.5 Group E – Large/Wide Format Equipment**
    - a. Hard-Disk drive;
    - b. Network connectivity;
    - c. Touch screen control panel; and
    - d. Automatic Media Selection – a built-on sensor detects the size of the original and the proper media size is then selected.
  - 2.6 Group F – Scanners**
    - a. Charge-Coupled Device (CCD) or Contact Image Sensor (CIS);
    - b. Automatic Document Feeder (ADF);
    - c. Letter or legal paper size capacity;
    - d. Color depth of at least 24 bits; and
    - e. Single pass duplex scan.
- 3. Device Standards.** Devices must meet the following requirements:
  - 3.1** Group A Base Units are OEM only.
  - 3.2** Group A and Group B must be EPEAT registered to a minimum of Bronze Standard within one (1) year of being added to the Master Agreement Price List.
  - 3.3** Group D must be Energy Star compliant or EPEAT registered to a minimum of Bronze Standard within one (1) year of being added to the Master Agreement Price List.
  - 3.4** Group E must be Energy Star compliant and registered within one (1) year of being added to the Master Agreement Price List.
  - 3.5** If Contractor Devices fail to meet the EPEAT Bronze Standard, or be Energy Star compliant (applicable to Group D and E Devices only) within one (1) year, then they will be removed from the Price List. If said Devices have already been placed at a Purchasing Entity’s location, then Contractor must replace the Devices with a comparable, qualified model, at no cost to the Purchasing Entity.
  - 3.6** Must be Newly Manufactured, current, Remanufactured, or Refurbished, except as specified in a Participating Addendum.
  - 3.7** Devices, when installed, and if available, must be set-up to receive automatic software updates and patches.
  - 3.8** Specifications must be published on the Contractor website.
  - 3.9** MSRP must not exceed what is listed with Buyers Laboratory Inc., or List Price must not exceed what is published on the Manufacturer’s website.

**3.10** Must maintain a PPM speed, according to Segment classification.

**3.11** Must be compatible with using recycled paper, up to and including, 100% Post-Consumer Waste (PCW) paper. Contractor(s) may not fault the use of recycled paper for Device failures, as long as the recycled paper in use meets the standard paper specifications (e.g., multi-purpose, copy, or laser paper).

#### **4. Device Exceptions**

**4.1** Group B, Group C, Group D, Group E, and Group F will not be restricted to OEM, and do not have to be Private Labeled.

**4.2** Group C and Group F are not required to be EPEAT registered or Energy Star compliant.

**4.3** Digital Duplicators may be offered by Contractors who are Awarded Group A, and must be priced based on the minimum discount offered in the Segment to which they most closely relate.

**4.4** If Contractor is awarded Group E, they may offer Large/Wide Format Equipment that accommodates all paper sizes. Pricing shall be based on the discount offered for the Segment in which the Device belongs.

#### **5. Accessories**

**5.1** Contractor shall provide OEM and/or Third Party compatible Accessories that compliment or enhance the features of the Device.

**5.2** Contractor may also maintain a separate price list for Accessories for Base Units that have been discontinued. The pricing must be based on the same discount offered, per the 'Discount from MSRP' tab, on the applicable Group Price List.

**5.3** Purchasing Entities may add Accessories to Devices that have been purchased, leased or rented under prior NASPO ValuePoint Master Agreements, as well as via any other means.

#### **6. Remanufactured and Refurbished Equipment**

**6.1** Contractor may offer Remanufactured and/or Refurbished Equipment under any Group they are Awarded.

**6.2** Remanufactured and Refurbished Equipment is not required to be EPEAT registered or Energy Star compliant.

**6.3** Equipment can be acquired via a purchase, lease or rental agreement.

**6.4** Contractor must notify the Purchasing Entity in writing, when Remanufactured or Refurbished Equipment is being offered.

**6.5** All Remanufactured or Refurbished Equipment must be clearly labeled as such, and must be certified by the Manufacturer.

**6.6** Remanufactured Equipment must be priced according to the minimum discount offered for similar Equipment in the same Group and Segment of the resulting Master Agreement.

- 6.7 Refurbished Equipment shall be offered at a minimum discount of 10% less than the lowest priced Device of the Group and Segment to which the Refurbished Equipment belongs.
- 6.8 Service and Supplies for Remanufactured and Refurbished Equipment will receive the same pricing as the published price for the Group and Segment to which it belongs.

## 7. Group G - Software

- 7.1 May be provided by Contractor to enhance the capabilities of the Devices, or may be provided as a standalone option on any owned, leased or rented Device.
- 7.2 Software pricing for unique designs or complex configurations will be quoted on a case by case basis.
- 7.3 Contractor may provide OEM and/or Third Party software.
- 7.4 All software drivers shall be, at a minimum, Windows 10 compliant, and all Devices must have universal software drivers.
- 7.5 Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software, provided such terms do not contradict the language in the Master Agreement, and unless otherwise stated in a Participating Addendum.

### 7.6 Software Subscriptions

- a. Software pricing shall be inclusive of available software patches and any updates.
- b. Purchasing Entities shall have the option to finance software subscriptions by utilizing the proposed lease and rental rates.
- c. Any new releases of software versions (upgrades) shall be chargeable to the Purchasing Entity; however, Contractor may not charge for the installation of the software upgrade, unless installation is excessive, and charges are agreed to by Purchasing Entity.
- d. License fees and support fees shall remain firm throughout the term of the agreement.
- e. Software subscriptions shall not be subject to automatic renewals, unless otherwise agreed to in an Order.
- f. Contractor shall be responsible for communicating all updates, patches, and new releases/versions to Purchasing Entities.
- g. Contractor shall provide a web-based or toll-free hotline during Normal Business Hours for Purchasing Entities to report software problems or answer software related questions.

## 8. Group H – Consumable Supplies

- 8.1 Contractor may offer OEM or compatible Ink and Roll paper for Group E Devices. The Ink and/or paper may be purchased as standalone items, and will not be included as part of a Maintenance Agreement, nor will it be wrapped into the Total Monthly Payment on a lease or rental agreement.
- 8.2 Contractor may offer OEM or compatible consumable Supplies for Groups A, B, C, D and F. These Supplies may be purchased as standalone items or included as part of a Maintenance

Agreement. Under no circumstances may the Supplies, regardless of quantity, be financed, unless they are start-up Supplies. All compatible Supplies must meet OEM standards for performance and quality. The Supplies that may be offered are:

- a. Toner;
- b. Staples;
- c. Ink;
- d. Print Cartridges;
- e. Imaging Drums;
- f. Fuser Kits;
- g. Cleaning Kits;
- h. Transfer Kits;
- i. Waste Toner Bottles;
- j. Fuser Oil;
- k. Ozone Filters;
- l. Ribbon;
- m. Developer;
- n. Rollers and Pads; and
- o. Maintenance Kits.

**8.3** Toner must be free of carcinogenic, mutagenic, or teratogenic substances, and should avoid petroleum inks and inks with high volatile compounds. Toner cartridges should also be remanufactured, contain recycled content, or be bio-based.

**8.4** Contractor shall provide the Purchasing Entity with a method to return the empty toner cartridges at no additional charge.

## 9. Service Offerings

### 9.1 Group I - Managed Print Services

- a. The main components of an MPS engagement are needs assessment, selective or general replacement of Devices, and the Service, parts and Supplies needed to operate the new and/or existing Devices, including existing Third Party Devices as owned by the Purchasing Entity. The Contractor tracks how the Device fleet is being used, the problems associated with that use, and customer satisfaction in regards to meeting statement of work objectives.
- b. In addition to the ongoing monitoring and management of a fleet of Devices, Contractor must also offer project implementation Services, and customer help-desk support and training.
- c. Contractor may also offer hourly Services for consulting purposes, project management,

change management plans, and other staffed Services which meet customer needs such as to operate copy centers or complete back file scanning projects.

- d. MPS may also include enterprise content management Services and workflow optimization components, such as scanning and document capture solutions, developing custom applications for smart MFDs that automate paper-intensive document workflows and route scanned pages to document management systems. It can also be extended to include the restructuring of document workflows. Some MPS engagements may be designed to improve document security or to reduce print volumes and power consumption for environmental reasons.
- e. All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, similar to the format referenced in **Attachment B-4, Sample MPS Statement of Work**, and it must be approved by both parties prior to the initiation of any engagement.
- f. Any MPS engagement shall include the following:
  - i) **Free Initial Assessment** (includes, but is not limited to: document workflow; identification of Service, Supplies, and parts; current output; total cost of ownership; employee to Device ratio; preliminary estimated cost savings);
  - ii) **Implementation** (e.g. plan development; hardware and software installation and set-up);
  - iii) **Remote Device Monitoring** (e.g. job accounting; automated meter reads; automated toner replenishment);
  - iv) **End-user Support** (e.g. training; Help Desk); and
  - v) **Account management** (e.g. reporting; invoicing; customer business reviews).
- g. The MPS engagement may include, but is not limited to, the following:
  - i) **Professional Services** (e.g. consulting; project management; record management; network and data security; document workflow consulting; document scanning; back-file conversion; mail-room Services);
  - ii) **Cost-based Assessment** (e.g. asset mapping; end-user survey; detailed recommendation; analysis and plan design);
  - iii) **Change Management;**
  - iv) **Maintenance** (e.g. Preventative Maintenance; Service and repair; on-site break/fix; parts management; warranty management);
  - v) **Ongoing Fleet Management and Optimization** (e.g. consumable spend; continual assessments; green initiatives; add/move/change Services; disaster recovery).
  - vi) **Software and Cloud Solutions** (e.g. mobile print, pull-print, enterprise content management; automated workflow; capture and route; security); and
  - vii) **Cartridge Recycling.**

- h. The free initial assessment shall not constitute a commitment on behalf of the Purchasing Entity. Upon request from a Purchasing Entity, Contractor must provide the assessment with the understanding that the Purchasing Entity is under no obligation to enter into an MPS engagement.
- i. MPS pricing and billing options shall be flexible and the Purchasing Entity will drive the complexity of the solution required with a staged approach to implementation.

**9.2 Maintenance Agreements.** No Maintenance Agreement shall be subject to automatic renewals.

**a. Pricing**

- i) Pricing must include a zero base, cost per click rate for b&w and/or color for Groups A, B, C and D.
- ii) Pricing for a monthly base charge, a set copy allowance and an overage rate for b&w and/or color may also be provided.
- iii) Pricing for a monthly base charge, a set copy allowance, an overage rate for b&w and/or color, and Supplies may also be provided.
- iv) **Flat Rate Fee** pricing must be provided that includes all parts, labor, Preventative Maintenance, **and Service Calls, and Supplies** for Groups A, B, C and D. **Supplies may or may not be included.**
- v) Pricing for ALL Groups **may must** also be provided that includes all parts, labor, Preventative Maintenance (if applicable), and Service Calls, but excludes Supplies.
- vi) Paper and ink for Group E Devices shall not be included as part of the Service and Supply pricing.
- vii) Contractor may increase their Service and Supply pricing to include staples (if applicable to the Device).
- viii) **Contractor may provide a flat rate fee without staples, and a flat rate fee with staples. All flat rate fees shall allow for an annual increase of up to 5%.**
- ix) Contractor may charge flat rate fees for Services performed on any Accessories.
- x) Service Calls due to misuse, neglect or abuse shall not be covered by the Maintenance Agreement, and Contractor and Authorized Dealers may bill the Purchasing Entity at an hourly rate for Services rendered.
- xi) 11"x17" impressions may be counted as one (1) click or two (2) clicks on Group A and C Devices.
- xii) Contractor may offer a one (1) click rate that encompasses all paper sizes for Group C Devices.
- xiii) A two-sided document shall be counted as two (2) clicks.
- xiv) Contractor must not charge for scans on any MFD.

**b. Initial Term**

- i) Pricing shall remain firm for the initial term of the Maintenance Agreement.

- ii) For lease and rental Devices, the Maintenance Agreement term is equal to the term of the lease or rental (i.e. 24, 36, 48 months etc.).
- iii) For purchased Devices, the initial term is determined by the Purchasing Entity, as long as it does not exceed 60 months on Group A, Group B, Group D, Group E, and Group F Devices, and 120 months on Group C Devices.

**c. Renewal Term**

- ~~i) If a Purchasing Entity wishes to renew a Maintenance Agreement for Devices that were acquired under the prior Master Agreement (RFP NP 18-001), then the Contractor may negotiate new pricing. This pricing shall not exceed the new Master Agreement pricing.~~
- ii) If a Purchasing Entity wishes to renew a Maintenance Agreement for Devices that were acquired under **prior Master Agreement (RFP-NP-18-001) or Master Agreement (3091)**, then **section II.A (9.2)(h)** shall apply.

**d. Blended Rates**

- i) Contractor must have the ability to blend the Service and Supply costs over a large Device fleet, and the Blended Rate must cover all units in the fleet.
- ii) The Blended Rate must be divided between b&w and color.
- iii) Contractor shall provide the Purchasing Entity with the Blended Rate calculation prior to Order placement.
- iv) Utilizing a Blended Rate shall be at the discretion of the Participating State or Entity.

**e. Manual Meter Reads**

- i) Contractor must have an electronic method for collecting meter reads from a Purchasing Entity.
- ii) Meter reads may be submitted via the Contractor's online portal, or through email, or facsimile.
- iii) A Participating State or Entity may also elect, at their discretion, to submit meter reads through the Device.

**f. Customer Owned Devices**

- i) Purchasing Entities may elect to enter into a Maintenance Agreement for Devices they already own, or Devices they acquire through an up-front purchase.
- ii) The Maintenance Agreement may be priced on a flat rate fee, which shall include parts, labor, Preventative Maintenance (if applicable) and Service calls. Supplies may or may not be included.

**g. Lease or Rental Devices**

- i) Contractor shall be required to provide a Maintenance Agreement on all Devices that are leased or rented by a Purchasing Entity.
- ii) The Maintenance Agreement shall be priced based on a cost per click rate, or a

monthly base charge.

- iii) The term of the Maintenance Agreement shall be equal to the term of the lease or rental agreement.

#### **h. Legacy Devices**

- i) Upon request from the Purchasing Entity, Contractor may provide a Maintenance Agreement on any Device that is owned or was leased or rented through Master Agreement (RFP-NP-18-001), Master Agreement (3091), or via any other means, providing the following conditions are met:
  - 1) The Device has not reached the end of its Useful Life;
  - 2) The maximum term of the Maintenance Agreement does not exceed the Useful Life of the Device, unless otherwise specified in a Participating Addendum; and
  - 3) The Maintenance Agreement adheres to the same requirements as outlined in **sections II.A (9.2)(f) and II.A (9.2)(g)**.
- ii) Devices that were previously serviced by another Dealer or Manufacturer must be inspected and repaired, if necessary. Upon mutual agreement, Contractor may charge Purchasing Entity for any parts and/or labor required to bring the Device up to acceptable maintenance levels.
- iii) If the Device has been at the Purchasing Entity's location for less than five (5) years, then Maintenance Agreement pricing shall not exceed the new Master Agreement pricing, until the Purchasing Entity reaches the five (5) year mark. Refer to **section II.A (9.2)(h)(iv)** below for additional information.
- iv) If the Device has been at the Purchasing Entity's location for more than five (5) years, then Maintenance Agreement pricing shall not exceed 120% of the Service and Supply pricing in the new Master Agreement.

#### **B. Ancillary Product and Service Offerings**

- 1. **Sub-Group Categories.** The following Products and Services are sub-groups of the Primary Product and Service Offering Groups and may only be offered if Contractor is awarded in the corresponding Primary Product Group, unless otherwise noted:
  - 1.1 **Sub-Group G1 – Software Related Services.** This is a sub-group of Group G – Software. All Contractors are permitted to offer software under the resulting Master Agreements, so Contractors are not precluded from offering these Services. This sub-group shall include, but not be limited to, the following Services:
    - a. Cloud-based scanning (software as a service, enterprise content management); and
    - b. Industrial Print solutions (back-file conversion, enterprise content management).
  - 1.2 **Sub-Group C1 – Standalone Production Devices.** This is a sub-group of Group C – Production Equipment. Contractors may only offer Products under this sub-group if they are awarded Group C. Products offered under this sub-group are not restricted to OEM, and may include, but not be limited to, the following:

- a. Cutters;
- b. Inline Finishers;
- c. Folders;
- d. Sorters;
- e. UV Coaters; and
- f. Binders.

**1.3 Sub-Group C2 – Industrial Print Equipment.** This is a sub-group of Group C – Production Equipment. Contractors may only offer Products under this sub-group if they are awarded Group C. Products offered under this sub-group are not restricted to OEM, and may include, but not be limited to, the following:

- a. Digital Label Press;
- b. Digital Press;
- c. 3D Printers;
- d. 48” and larger Wide Format Printers (roll-fed, hybrid, flatbed);
- e. Continuous Feed Inkjet;
- f. High Speed Inkjet; and
- g. Decorative Print & Embellishment.

**1.4 Sub-Group D1 – Specialty Printers.** This is a sub-group of Group D – Single-Function Printers. Contractors may only offer Products under this sub-group if they are awarded Group D. Products offered under this sub-group are not restricted to OEM, and may include, but not be limited to, the following:

- a. Barcode labels;
- b. High Volume Inkjet;
- c. 3D Printers;
- d. Receipt printers;
- e. Card printers; and
- f. Cable printers.

**2. Sub-Group Category Discounts.** Products in Sub-Groups C1, C2 and D1 must be discounted at a ~~according to the~~ minimum of 5% for OEM and a minimum of 2% for Non-OEM, unless such discounts would exceed the discount amount offered for OEM and Non-OEM ~~discounts that Contractor proposes for any Segment~~ within Group C and Group D, respectively.

*~~For example: If the lowest OEM discount Contractor proposes for any Segment within Group C is 10%, then all OEM Products that Contractor offers under Sub-Group C1 or C2 must be discounted at 10%. Likewise, if the lowest Non-OEM discount Contractor proposes for any Segment within Group C is 5%, then all Non-OEM Products that Contract offers under Sub-Group C1 or C2 must be discounted at 5%.~~*

**3. Open Market Items**

- 3.1 Contractor may offer Not Specifically Priced (NSP) items that compliment or enhance the Devices and/or Services offered under the resulting Master Agreement(s). NSP items will **not** include:
  - a. Interactive White boards;
  - b. Computers, monitors, or other related hardware items;
  - c. Fax machines;
  - d. Kiosk machines;
  - e. Overhead Projectors; and
  - f. Cameras.
- 3.2 NSP items may only be acquired through the Contractor or their Authorized Dealer and must be reported quarterly with all other sales under the resulting Master Agreement.
- 3.3 NSP items must be priced at a minimum discount of 15% from MSRP or List Price.
- 3.4 NSP items ~~shall not~~ **may** be offered to a Purchasing Entity as a stand-alone option, and the maximum allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.
- 3.5 It shall be at the discretion of the Participating State or Entity to allow Open Market Items in their Participating Addendum.

**4. Emerging Technologies**

- 4.1 Upon approval from the Lead State, Contractor may add new, related technology to the resulting Master Agreement.
- 4.2 Technology is not restricted to OEM, nor is it required to be Private Labeled.
- 4.3 Any new technology that a Contractor requests to add to their Price List must contain a full description of the Product, the MSRP and pricing information, and an explanation/justification as to how the Product conforms to the requirements of the RFP and resulting Master Agreement.
- 4.4 Any new technology must be priced according to the minimum discount offered for any Product under the resulting Master Agreement. Please note: No discount or a 0% discount does not qualify as a “minimum” discount.

**III. Purchase, Lease and Rental Programs**

**A. Acquisition Methods.** Contractor may offer the following:

Financial Vehicle	Standard Terms Offered
Purchase	N/A
Fair Market Value Lease	24, 36, 48 and 60 months
Capital Lease	

Straight Lease	
Cancellable Rental	
Short-Term Rental	12 and 18 months

1. All Products on Contractor’s Price List may be purchased, leased or rented, either as a packaged-deal, or stand-alone item.
2. Contractor may also offer 72, 84, 96, 108, and 120-month lease and rental rates for Group C and Sub-Groups C1 and C2 Devices only.

**B. Device Trade-In**

1. A Purchasing Entity shall have the option, at the Contractors sole discretion, and based upon Participating State or Entity regulations and laws, and Purchasing Entity policies, to do a Device Trade-In, when placing a purchase, lease or rental Order.
2. The value for the Device Trade-In shall be negotiated by the Purchasing Entity and the Contractor, and shall not include any disposal or shipping fees.

**C. Lease and Rental Rates**

1. Contractor may elect to include property tax in their lease and rental rates, or they may bill the Purchasing Entity separately for property tax.
2. Once a Purchasing Entity enters into a lease or rental agreement, the rate must remain fixed throughout the Initial Lease or Rental Term.
3. Device Payments for Renewal Terms must never exceed Master Agreement pricing.
4. If a Purchasing Entity enters into a Renewal Term, then the Device Payment will be subject to the lease and rental rates listed in the most recent Price List(s) posted on the NASPO ValuePoint website.
5. Contractor may update lease and rental rates on a quarterly basis to allow for changes in the financial market. The rates must be indexed against the US Daily Treasury Yield Curve Rates, or a comparable index, and must be the rate in effect at the end of each calendar quarter.
6. Lease and rental rates must be proposed as a decimal multiplying factor in such a manner that the purchase price of the Device may be multiplied by the lease or rental rate to arrive at the resulting monthly Device Payment. Proposed rates must include the following information:
  - 6.1 The Daily Treasury Yield Curve (or comparable index) Rate;
  - 6.2 The date used for the Daily Treasury Yield Curve (or comparable index) Rate;
    - a. The fixed margin for each lease and rental type being proposed, and how that margin is determined; and
    - b. The methodology for determining the 48 month base rate if a 4-year rate is not published.
  - 6.3 Offerors are not required to submit rental rates for Short-term and Cancellable Rentals, but doing so is encouraged, as it would provide greater options for Participating States or Entities with varying needs.

- 6.4 Contractor's must offer Cotermious lease and rental rates to any Purchasing Entity wishing to add Products to an existing lease or rental agreement. The calculation for the Cotermious lease and rental rates must adhere to the following methodology:

*For example: A customer enters into a 36 month FMV Lease, and 12 months into that lease, they decide to add an Accessory to the Base Unit. The Contractor should divide the 36 month cumulative Device Payment by 24 months to arrive at the monthly Cotermious payment for that Accessory. That payment will then be added to the existing Device Payment. The new Total Monthly Payment must then be disclosed to the Purchasing Entity.*

#### D. Leasing and Rental Overview

1. All lease and rental programs shall remain with the Contractor or Authorized Dealer through an in-house leasing program, or through the financial branch or subsidiary of Contractor. In addition, Contractor and their Authorized Dealer may use Third Party leasing companies, however; all Third Party leasing company documents must be reviewed and approved by the Lead State and said documents must be incorporated into the Master Agreement before any Participating State or Entity can use them. It will be at the discretion of the Participating State or Entity as to whether billing shall be in the name of Contractor, Authorized Dealer or Third Party leasing company. All contractual obligations however, will still be the responsibility of the Contractor.
2. A Purchasing Entity may lease or rent Devices pursuant to the terms and conditions identified herein.
3. A Purchasing Entity that leases or rents Devices may issue an Order, pursuant to the terms and conditions that are incorporated into this RFP and subsequent Master Agreement, and according to the requirements listed in their states' Participating Addendum, including, but not limited to, the issuance of Contractors Supplemental Documents, which shall be attached to the resulting Master Agreement as an exhibit or attachment.
4. Lease and rental agreements shall not be subject to automatic renewals.
5. A lease or rental agreement issued prior to the termination of the Master Agreement and Participating Addendum, shall survive the termination of the Master Agreement and the Participating Addendum, and all terms and conditions of the Master Agreement and Participating Addendum shall continue to apply.
6. With the exception of a \$1 Buyout Lease arrangement, or unless exercising the purchase option on an FMV Lease, a Purchasing Entity shall return the Device at the end of the Initial Lease or Rental Term, or at the end of the Renewal Lease or Rental Term, or the Contractor may pick the Device up, without any further financial obligations to the Purchasing Entity.
7. Device pickups must be performed within thirty (30) calendar days of the end of the Initial or Renewal Term.
8. Device returns must be performed within thirty (30) calendar days after the Contractor or Authorized Dealer provides return shipping instructions to the Purchasing Entity.
9. Contractors and/or Authorized Dealers shall be responsible for all Product pickup and return costs.
10. The maximum term on any Initial Lease or Rental Term shall be 60 months, with the exception of Group

C and Sub-Group C1 and C2 Devices, which, at the discretion of the Participating State or Entity, and upon availability of the Contractor, shall have a maximum term of 120 months.

11. The length of a Renewal Term shall be at the discretion of the Participating State or Entity, but at no time shall the Renewal Term exceed the Useful Life of the Device.
12. All Renewal Terms shall be billed on a monthly basis.
13. If a Purchasing Entity elects to enter into a month to month Renewal Term, they may cancel at anytime, without penalty, by giving Contractor thirty (30) days advance, written notice.
14. If a Purchasing Entity elects to enter into a 12-month Renewal Term, the Renewal Term will automatically terminate at the end of the 12-month period, unless the Purchasing Entity has notified the Contractor that they wish to enter into a new Renewal Term. If a Purchasing Entity wants to cancel their 12-month Renewal Term early, then early termination fees shall apply, and will be equivalent to the remaining stream of equipment [ayments only (i.e. less maintenance).

## E. Leasing and Rental Options

### 1. FMV Lease

- 1.1 A Purchasing Entity shall have the option to enter into an Initial Lease Term of 24, 36, 48, or 60 months for Group A, Group B and Group C, based upon the Contractor's available options, and at the discretion of the Participating State or Entity. In addition, a Participating State or Entity may elect to include 72, 84, 96, 108 and 120-month terms for Group C and Sub-Groups C1 and C2 only, if provided by the Contractor.
- 1.2 Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:
  - a. Exercise their purchase option;
  - b. Renew the lease on a month to month basis, or a 12 month basis, at the discretion of the Participating State or Entity; or
  - c. Return the Device to the Contractor, or have the Contractor pick the Device up.

### 2. Capital Lease (\$1 Buyout Lease)

- 2.1 A Purchasing Entity shall have the option to enter into an Initial Lease Term of 24, 36, 48, or 60 months, based upon the Contractor's available options, and at the discretion of the Participating State or Entity. In addition, a Participating State or Entity may elect to include 72, 84, 96, 108 and 120-month terms for Group C and Sub-Groups C1 and C2 only, if provided by the Contractor.
- 2.2 Upon the expiration of the Initial Lease Term, the Contractor shall provide title to the Device to the Purchasing Entity, or as otherwise determined in a Participating Addendum, and the Purchasing Entity shall not be subject to any additional expense in order to assume possession of the Device.

### 3. Straight Lease

- 3.1 A Purchasing Entity may have the option to enter into an Initial Lease Term of 24, 36, 48, or 60 months, based upon the Contractor's available options, and at the discretion of the Participating

State or Entity. In addition, a Participating State or Entity may elect to include 72, 84, 96, 108 and 120- month terms for Group C and Sub-Groups C1 and C2 only, if provided by the Contractor.

- 3.2** Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:
- a. Renew the lease on a month to month basis, or a 12 month basis, at the discretion of the Participating State or Entity; or
  - b. Return the Device to the Contractor, or have the Contractor pick the Device up.

**4. Cancellable Rental**

- 4.1** A Purchasing Entity may have the option to enter into an Initial Rental Term of 24, 36, 48 or 60 months, based upon the Contractor's available options, and at the discretion of the Participating State or Entity. In addition, a Participating State or Entity may elect to include 72, 84, 96, 108 and 120-month terms for Group C and Sub-Groups C1 and C2 only, if provided by the Contractor.
- 4.2** A Purchasing Entity shall have the option to cancel the rental at anytime throughout the term of the agreement, by providing the Contractor with a thirty (30) day prior written notice.
- 4.3** Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:
- a. Renew the lease on a month to month basis, or a 12 month basis, at the discretion of the Participating State or Entity; or
  - b. Return the Device to the Contractor, or have the Contractor pick the Device up.

**5. Short-Term Rental**

- 5.1** A Purchasing Entity may have the option to enter into an Initial Rental Term of 12 or 18 months, based upon the Contractor's available options, and at the discretion of the Participating State or Entity.
- 5.2** Upon the expiration of the Initial Rental Term, a Purchasing Entity shall return the Device to the Contractor, or have the Contractor pick the Device up.
- 5.3** Short-Term Rentals are not permitted to be renewed beyond the Initial Rental Term.

**F. Leasing and Rental Terms and Conditions**

**1. Possession and Return of Lease and Rental Devices**

- 1.1** The Purchasing Entity is responsible for risk of loss to the Devices while the Devices are in Purchasing Entity's possession. Purchasing Entity shall be relieved of all risks of loss or damage to the Devices during periods of transportation and de-installation.
- 1.2** Contractor or Authorized Dealer must notify a Purchasing Entity, in writing, of their End of Term (EOT) options at least sixty (60) days prior to the end of any Initial Lease or Rental Term. Such notification may include, but not be limited to, the following:
- a. Any acquisition or return options, based on the type of lease or rental agreement;
  - b. Any renewal options, if applicable; and/or
  - c. Hard drive removal and surrender cost, if applicable.

- 1.3** If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Device, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease or rental term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Device, the Initial Lease or Rental Term shall be terminated on the date as stated in the Order and removal of the Device will be mutually arranged, unless otherwise specified in an Order.
  - 1.4** If the Purchasing Entity does not exercise the purchase or renewal option, it will immediately make the Device available to Contractor in as good of condition as when Purchasing Entity received it, except for ordinary wear and tear.
- 2. Payment.** The first scheduled payment (as specified in the applicable Order), will be due following the Acceptance of the Devices, or such later date as Contractor may designate. The remaining payments will be due on the same day of each subsequent month, unless otherwise specified in the applicable Order.
- 3. Buyout to Keep Option.** A Purchasing Entity must notify the Contractor or Authorized Dealer, in writing, at least thirty (30) days in advance, if they wish to exercise the Buyout to Keep option on an FMV or Capital Lease.
- 4. Buyout to Return Option.** A Purchasing Entity must notify the Contractor or Authorized Dealer, in writing, at least thirty (30) days in advance, if they wish to exercise the Buyout to Return option on an FMV or Straight Lease, and return the Device to the Contractor in good working condition (ordinary wear and tear excepted).
- 5. Device Upgrade or Downgrade.** A Purchasing Entity may do a Device Upgrade or Downgrade on a lease or rental at anytime throughout the term of the lease or rental agreement. The Purchasing Entity and the Contractor shall negotiate the price of the Device Upgrade or Downgrade, but at no time shall the total cost of the Device Upgrade or Downgrade be less than the remaining stream of Device Payments.
- 6. Non-appropriation of Funds.** The continuation of any lease or rental agreement will be subject to, and contingent upon, sufficient funds being made available by the Participating State Legislature and/or federal sources. The Purchasing Entity may terminate any such lease or rental agreement, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Purchasing Entity's funding sources are not available.
- 7. Assignment.** Purchasing Entity has no right to sell, transfer, encumber, sublet or assign the Device or any lease or rental agreement without Contractor's prior written consent (which consent shall not be unreasonably withheld).

  - 7.1** Purchasing Entity agrees that Contractor may not sell or assign any portion of Contractor's interests in the Device and/or these Lease or Rental Terms or any Order for leases or rentals, without notice to Purchasing Entity even if less than all the payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as Contractor assigns to them, but none of Contractor's obligations (Contractor will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that Purchasing Entity may have against Contractor.
  - 7.2** No assignment to an Assignee will release Contractor from any obligations Contractor may have to Purchasing Entity.

**8. Early Termination Charges**

**8.1** Except in the case of Non-appropriation of funds, FMV, \$1 Buyout, Straight Leases and Short-term Rentals shall be subject to an early termination charge, and shall involve the return of the Device (in good working condition; ordinary wear and tear excepted) by the Purchasing Entity to the Contractor. With respect to the Device, the termination charge shall not exceed the balance of remaining Device Payments (including any current and past due amounts), and with respect to Service or maintenance obligations, the termination charge shall not exceed four (4) months of the Service and Supply base charge or twenty-five percent (25%) of the remaining Maintenance Agreement term, whichever is less.

**8.2** Cancellable Rentals shall not exceed a termination charge of three (3) months of Total Monthly Payments, or as otherwise agreed to by the Participating State or Entity.

**9. Default.** Each of the following is a “default” under these lease and rental terms:

**9.1** Purchasing Entity fails to pay any payment or any other amount within forty-five (45) days (or as otherwise agreed to in a Participating Addendum) of its due date;

**9.2** Any representation or warranty made by Purchasing Entity in these lease or rental terms is false or incorrect and Purchasing Entity does not perform any of its obligations under these lease or rental terms, and this failure continues for forty-five (45) days (or as otherwise agreed to in a Participating Addendum) after Contractor has notified Purchasing Entity;

**9.3** Purchasing Entity or any guarantor makes an assignment for the benefit of creditors;

**9.4** Any guarantor dies, stops doing business as a going concern, or transfers all or substantially all of such guarantor’s assets; or

**9.5** Purchasing Entity stops doing business as a going concern or transfers all or substantially all of Purchasing Entity’s assets.

**10. Remedies.** If a Purchasing Entity defaults on a rental or lease agreement, then Contractor, in addition to, or in lieu of, the remedies set forth in the Master Agreement, and Participating Addendum, may do one or more of the following, at the discretion of the Participating State or Entity:

**10.1** Cancel or terminate any or all Orders, and/or any or all other agreements that Contractor has entered into with Purchasing Entity;

**10.2** Require Purchasing Entity to immediately pay to Contractor, as compensation for loss of Contractor’s bargain and not as a penalty, a sum equal to:

**a.** All past due payments and all other amounts payable under the lease or rental agreement;

**b.** All unpaid payments for the remainder of the lease or rental term, discounted at a rate equal to three percent (3%) per year to the date of default; and

**c.** Require Purchasing Entity to deliver the Device to Contractor per mutual arrangements.

**IV. Contractor Responsibilities and Tasks**

**A. Service Requirements**

1. **Technicians.** All technicians must be factory trained by the OEM and certified to Service the Devices.
2. **Standard Service Levels.** Participating States and/or Entities shall negotiate their own Service Level Agreement (SLA) with the Contractor. The SLA, must, at a minimum, adhere to the following requirements:

**2.1 End-User Training**

- a. Purchasing Entity may request an initial one-hour training session for each Device ordered under the Contract. Contractor shall provide this initial training, free of charge, via one of the following delivery methods: On-site, web-based, or on-line. The delivery method selected for each Device will be at Contractor's sole discretion. Purchasing Entity should be advised that while this initial one-hour of free training shall be provided by Contractor at Purchasing Entity's request, Contractor will not provide substitutions (e.g. free supplies, deeper discounts, etc.) in lieu of this training.
- b. ~~In addition to the one-hour training session for each Device,~~ Purchasing Entity may also request an **additional initial**, one-hour training session for technical support, which shall include network connectivity and print driver installation. **This additional training shall be provided Contractor shall provide this initial training free of charge,** via a delivery method mutually agreed upon by Contractor and Purchasing Entity, **and at a mutually agreed upon price.**
- c. If Purchasing Entity elects to exercise the training option, then Contractor shall provide the training within ten (10) Business Days of Purchasing Entity's request.
- d. Contractor may offer additional on-site, one-hour training sessions for a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity, and mutually agreed upon, prior to Order placement.
- e. Contractor must provide on-site or off-site operational training to designated Purchasing Entity personnel, until the personnel are able to operate the Device independently. Pricing for operational training shall be based on a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity, and mutually agree upon, prior to Order placement.
- f. Contractor shall provide Device literature, user-manuals, and access to on-line resources, if available, at no charge to the Purchasing Entity.
- g. **For Groups A, B, D, D and E,** Contractor shall provide a toll-free end-user technical support number that Purchasing Entities can utilize for everyday minor troubleshooting (i.e. this does not include network connectivity or print driver installation). A Purchasing Entity must be able to obtain assistance during Normal Business Hours.
- h. Contractor shall provide phone/technical support within two (2) hours of Purchasing Entity's request for assistance, providing such request, and subsequent support, falls within normal business hours.

- 2.2 Preventative Maintenance.** Contractor must perform all Preventative Maintenance Services at the Manufacturer's suggested intervals, or as specified in an Order. Preventative Maintenance shall not be a requirement on desktop Devices.

**2.3 Device Performance**

- a. Device Downtime shall be computed from the time the Contractor is notified of Device failure until the time in which the Device is fully operational.
- b. Device Downtime due to lack of consumable Supplies is not acceptable.
- c. Contractor must provide daily communication to the Purchasing Entity regarding inoperable Devices, including updates regarding resolution timeframe, and any parts, Accessories, or Devices on back-order.

**2.4 Loaner Device.** If any Device in Group A or Group B is inoperable for two (2) Business Days, due to Device malfunction, as reasonably determined by Contractor, then Contractor shall provide the Purchasing Entity with:

- a. A loaner Device of similar speed and capabilities until such time as the inoperable Device is now operable; or
- b. At the discretion of the Participating State or Entity, provide the Purchasing Entity with off-site manned production capabilities, at the sole cost to the Contractor, to accomplish the work of the Device that is inoperable.
- c. If any Device in Group C is inoperable for two (2) Business Days, due to Device malfunction, as reasonably determined by Contractor, then Contractor shall provide access to an off-site manned production facility as an accommodation to the Purchasing Entity.

**2.5 Repair Parts**

- a. Contractor shall guarantee the availability of repair parts for a minimum of five (5) years after the Purchasing Entity’s Acceptance of any Device.
- b. All Device components, spare parts, application software, and ancillary Devices that are supplied under any resulting Master Agreement, must conform to Manufacturer specifications.
- c. Contractor shall be responsible for ensuring that any repair parts are operable and installed in accordance with Manufacturer specifications.
- d. Repair parts may be new, reconditioned, reprocessed or recovered.

**2.6 Service Zones**

- a. Unless otherwise specified in a Participating Addendum, Contractor shall adhere to the following Service Call Response Times based on the distance that their Service Base Location is from the Purchasing Entity:

Service Zone	Definition	Response Time
Urban	Within 60 miles	4 - 6 Hours
Rural	60 – 120 miles	1 - 2 Business Days
Remote	120+ miles, or only accessible by plane or by boat	4 – 5 Business Days

- b. Repair or replacement of parts and/or Devices shall occur within four (4) Business Days of Contractor arriving at Purchasing Entity’s location, with the following exception:

- i) If Contractor is drop-shipping a new Device to replace a defective Device, then Purchasing Entity must receive the new Device within three (3) Business Days.
- c. Contractor(s) may charge different rates according to each Service Zone.

**2.7 Service Logs**

- a. Contractor shall maintain a Service log which describes the maintenance and repair Services provided for each Device.
- b. A no-cost copy of Service logs/reports must be provided to the Purchasing Entity or Participating State or Entity, within five (5) Business Days of the request.

**2.8 Device Relocation**

- a. Device relocation Services include dismantling, packing, transporting, and re-installing Device.
- b. Contractor may charge for this Service based on the following table:

Service Zone	Distance from <del>original</del> current placement of Device	Charge
1	Within the same building	No Charge Allowed*
2	Up to 50 miles from building in which Device <del>is currently was originally</del> placed	Flat Rate Fee, plus Per Mile or Hourly Fee
3	More than 50 miles from building in which Device <del>is currently was originally</del> placed	Flat Rate Fee, plus Per Mile or Hourly Fee

\*Contractor may charge Purchasing Entities a mutually agreed upon price for special rigging in the event a Purchasing Entity’s demographics require such rigging for Zone 1 relocations. The price shall be agreed upon in writing by Contractor and Purchasing Entity prior to any Device relocation in Zone 1.

- c. Contractor may not charge for any fees incurred due to fuel or tolls.
- d. Moves must be performed within thirty (30) calendar days of the Purchasing Entity request. Request may be verbal or written, but Contractor must confirm the request in writing and provide a date that the move will occur. Written confirmation must be sent to the Purchasing Entity within three (3) Business Days of request. In the event that there will be a delay in these Services, Contractor shall communicate with Purchasing Entity and agree on a mutually beneficial time-frame.
- e. **Contractor is required to offer device relocation services for all lease and rental equipment.**

**3. Meter Read Invoicing**

- 3.1 In order for Contractor to generate accurate invoices, Purchasing Entities shall provide meter reads within the Contractor’s requested time-frame.
- 3.2 Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.

3.3 The Purchasing Entity shall provide written notice of any such alleged invoicing issue and the Contractor will be allowed a thirty (30) day cure period to address any such issue. During the thirty (30) day cure period, the Purchasing Entity will not be assessed any late fees for failure to submit payment by the invoice due date.

3.4 Failure on the Contractor's part to maintain accurate invoicing shall result in a \$25.00 per instance credit on the following month's invoice.

#### 4. Reporting

##### 4.1 Service Level Calculations

a. At the discretion of the Participating State or Entity, Contractor shall produce reports that can be measured against the required SLA components.

b. The Participating State or Entity shall determine how the reports will be utilized and whether liquidated damages will be assessed for failure to meet the SLA requirements. Any liquidated damages or penalty structure shall be defined in the Participating State or Entity's Participating Addendum.

4.2 **Periodic Reporting.** Contractor shall provide periodic reporting to all Purchasing Entities upon request. The reports shall be provided on a quarterly basis, or at the discretion of the Participating State or Entity.

a. The report shall include the following:

- i) Number of Service Calls placed;
- ii) Response Time per Device;
- iii) Dates that Preventative Maintenance was performed, if applicable; and
- iv) Estimated end of Useful Life per Device, based on current usage.

b. The report may include, but not be limited to, the following:

- i) Location of Devices;
- ii) Click usage per Device; and
- iii) EPEAT certification level of each Device.

#### B. Customer Service

1. **Key Personnel.** Contractor shall ensure that staff has been allocated appropriately to ensure compliance with the resulting Master Agreement and subsequent Participating State or Entity requirements and that the individuals occupying the Key Personnel positions have adequate experience and knowledge with successful implementation and management of a national cooperative contract. Contractor shall provide a single point of contact for the following:

1.1 **Master Agreement Contract Administrator** – shall be the Lead State's primary contact in regards to Contract negotiations, amendments, Product and Price List updates, and any other information or documentation relating to the Master Agreement;

1.2 **NASPO ValuePoint Reporting Contact** – shall be responsible for submitting quarterly reports and the quarterly Administrative Fee to the appropriate personnel;



be at the discretion of each Participating State or Entity as to whether they will utilize the Authorized Dealers as approved by the Lead State.

7. If an Authorized Dealer is performing unsatisfactorily, or is not in compliance with the Master Agreement, then it shall be at the discretion of the Lead State, upon recommendation from the Participating State, to:
  - 7.1 Require the Dealer to attend remedial training with either the Contractor or the Lead State or;
  - 7.2 Remove the Dealer from the Contract, or in the case of multiple branch locations in one state, or multiple states, remove them as a Dealer from the location in which they are not in compliance.

**D. Device Demonstration Requirements**

1. Contractor may offer trial or demonstration Devices for Group A, Group B, and if requested by the Purchasing Entity, Group C, Group D, Group E, and Group F.
2. Trial or demonstration Devices may be new or used; however, no used, Remanufactured, or Refurbished Devices shall be converted to a purchase, lease, or rental.
3. At the discretion of the Participating State or Entity, and upon request by a Purchasing Entity, showroom Devices for Groups A, B, and C may be converted to a purchase, lease, or rental providing the following conditions are met:
  - 3.1 The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined);
  - 3.2 The meter count on Group C Devices does not exceed 50,000 copies total (i.e. b&w and color combined);
  - 3.3 The Device must be discounted by at least 5% off of the Master Agreement pricing for that same Device; and
  - 3.4 The Purchasing Entity and the Contractor indicate on the Order that the Device is a showroom model.
4. Any trial or demonstration period shall be free to the Purchasing Entity and shall not exceed thirty (30) calendar days.

**E. Ordering and Invoicing Specifications**

1. **At the discretion of the Participating State or Entity**, the Product invoice ~~shall~~ **may** contain the following, ~~at a minimum~~:
  - 1.1 Name of Purchasing Entity;
  - 1.2 The name, phone number, and address of Purchasing Entity representative;
  - 1.3 Order date;
  - 1.4 Description of the Product and/or Service ordered;
  - 1.5 Model number;

- 1.6 Serial number;
  - 1.7 Price;
  - 1.8 The Master Agreement number; and
  - 1.9 Any additional information required by the Participating State or Entity.
2. Contractor shall have the ability to accept procurement credit cards, and will not assess any additional charges or fees for processing payments via this method.
  3. At the discretion of the Participating State or Entity, Contractor shall **have** the ability to provide a centralized billing option.
  4. Authorized Dealers shall have the ability to invoice a Purchasing Entity **directly**, unless otherwise specified by a Participating State or Entity.
  5. **With the exception of drop-shipped items**, Contractor and/or Authorized Dealers shall not issue an invoice until the Purchasing Entity has confirmed Acceptance, per **section IV.H**.
  6. Contractor and/or Authorized Dealers may charge the Purchasing Entity a re-stocking fee for any Products that are not accepted. The amount of the fee shall be the lesser of 10% of the purchase price, or \$200.00, unless otherwise specified in a Participating Addendum.
  7. Contractor and/or Authorized Dealers may estimate meter reads if a Purchasing Entity fails to submit the required information within the specified time-frame.
  8. All software Orders shall reference the Manufacturer's most recent release or version of the Product, unless the Purchasing Entity specifically requests a different version.
  9. Contractor and/or Authorized Dealers may bill property tax separately or as otherwise indicated in a Participating Addendum or an Order.
  10. Contractor and/or Authorized Dealers shall have a process in place for resolving disputed invoices, including escalation procedures. In addition, Contractor and/or Authorized Dealers shall have a process in place for issuing refunds or credits due to invoicing errors, as well as over-payments and Product returns.
  11. **Internet-based Portal and Electronic Catalogs.** If Contractor provides the ability to place an Order through an internet-based portal or electronic catalog, then Contractor shall maintain all necessary hardware, software, backup-capacity and network connections required to operate that internet-based portal or electronic catalog. In addition, Contractor shall adhere to the following requirements:
    - 11.1 The internet-based portal or electronic catalog shall clearly designate that the Products are part of the NASPO ValuePoint Master Agreement, and shall link to the Participating State or Entity's designated web location;
    - 11.2 All Environmentally Preferable Products (EPP) shall be clearly listed;
    - 11.3 If Contractor's electronic catalog will either be hosted on or accessed through the Participating State's eCommerce system, then Contractor shall comply with all policies, procedures and directions from the Participating State or Entity in relation to hosting its catalog on or making its

catalog accessible through that system;

11.4 All information made available through the Participating State or Entity's eCommerce system is accurate and complies with the Master Agreement and the Participating Addendum; and

11.5 Paper catalogs or other digital media catalogs must be supplied to the Participating State or Entity upon request.

12. **Substitutions.** If an ordered Product is out-of-stock, Contractor shall notify the Purchasing Entity and request approval before substituting for the out-of-stock item. Contractor's request to substitute shall explain how the substituted Product compares with the out-of-stock item. Any substitute Product offered must be on the Contractor's Master Agreement Price List.

#### F. Delivery Requirements

1. With the exception of Group C and Sub-Groups C1 and C2 Devices, all Products must be shipped FOB Destination; freight prepaid by the Contractor, to the Purchasing Entity's specified location, unless otherwise indicated in a Participating Addendum. Group C and Sub-Groups C1 and C2 shipping charges shall be quoted to the Purchasing Entity prior to Order confirmation.
2. Responsibility and liability for loss or damage for all Orders will remain with the Contractor until final inspection and Acceptance, when responsibility will pass to the Purchasing Entity, except the responsibility for material defects, fraud, and the warranty obligations.
3. Devices that are in-stock, inventoried, or otherwise not subject to supply-chain shortages or issues, shall be delivered within thirty (30) calendar days after receipt of Order, unless otherwise specified by the Purchasing Entity.
4. Contractor shall provide a minimum bi semi-monthly updates to the Purchasing Entity regarding the status of all Devices that are, or will be expected to go, on backorder.
5. Software related to the Device must be installed within five (5) Business Days of the Device installation, or as otherwise stated in an Order.
6. All deliveries shall be made during Normal Business Hours, which may vary for each Purchasing Entity of each Participating State.
7. It shall be the responsibility of the Contractor to be aware of the delivery days and receiving hours for each Purchasing Entity.
8. The Purchasing Entity shall not be responsible for any additional charges, should the Contractor fail to observe specific delivery days and receiving hours.
9. The delivery days and delivery hours shall be established by each individual Purchasing Entity upon Order placement.
10. All deliveries, with the exception of drop-shipped or desktop Devices, shall be made to the interior location specified by the Purchasing Entity. Specific delivery instructions will be noted on the Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to

immediately notify the Purchasing Entity placing the Order.

11. Products shall be packaged and labeled so as to satisfy all legal and commercial requirements applicable for use by any Purchasing Entity, and shall include, without limitation and if applicable, OSHA material safety data sheets, and shall conform to all statements made on the label.
12. Packages that cannot be clearly identified may be refused and/or returned at no cost to the Purchasing Entity.

**G. Device Installation Requirements**

1. Prior to Order Acceptance, Contractor must advise Purchasing Entity of any specialized installation and site requirements for the delivery and installation of Device. This information should include, but is not limited to, the following:
  - 1.1 Air conditioning;
  - 1.2 Electrical;
  - 1.3 Special grounding;
  - 1.4 Cabling;
  - 1.5 Space;
  - 1.6 Humidity and temperature limits; and
  - 1.7 Other considerations critical to the installation.
2. The Purchasing Entity shall be responsible for furnishing and installing any special wiring or dedicated lines.
3. Network installation shall include configuration of the Device for the proper network protocols, and installation of the appropriate print drivers on up to five (5) computers per Device, or as otherwise specified in a Participating Addendum.
4. If applicable, all Devices must be set-up with Preventative Maintenance notifications turned on, and with the most environmentally responsible defaults enabled, including Energy Star saving settings.
5. Contractor may charge for excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs. Any such excessive installation charges must be quoted to the Purchasing Entity prior to the signature of any Order, and shall be based on the actual expenditures of Contractor or Authorized Dealer.
6. Contractor or Authorized Dealers shall affix a label or a decal to the Device at the time of installation which shows the name, address, and telephone number of Contractor or Authorized Dealer responsible for warranty Service of the Device.
7. Contractor shall clean-up and remove all debris and rubbish resulting from their work as required by the Purchasing Entity. Upon completion of the work, the premises shall be left in good repair and in an orderly, neat, clean, and unobstructed condition.

**H. Inspection and Acceptance**

1. **With the exception of drop-shipped Devices**, Purchasing Entity shall confirm delivery, installation and Acceptance of all Devices covered by each purchase, lease, or rental Order, by signing a Delivery and Acceptance Certificate (D&A), as referenced in **Attachment B-3, Sample D&A Certificate**, which shows Acceptance of the Device(s) and allows Contractor to invoice for the Product(s).
  2. Purchasing Entity agrees to sign and return the D&A to Contractor (which, at mutual agreement, may be done electronically) within five (5) Business Days after any Device is installed, or as otherwise stated in a Participating Addendum.
  3. Failure to sign the D&A or reject the Device(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity; however, it does not relieve the Contractor of liability for material (nonconformity that substantially impairs value) defects subsequently revealed when Products are put to use. Acceptance of such Devices may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor shall be liable for any resulting expense incurred by the Purchasing Entity in relation to the preparation and shipping of Device(s) rejected and returned, or for which Acceptance is revoked.
  4. Contractor shall have exclusive title to the Devices being delivered and the Devices shall be free and clear of all liens, encumbrances, and security interests. Title to the Device shall only pass to the Purchasing Entity upon:
    - 4.1 Purchasing Entity up-front purchase of the Device;
    - 4.2 Purchasing Entity exercising the purchase option at the end of an FMV Lease;
    - 4.3 Upon expiration of a Purchasing Entity's Capital Lease; or
    - 4.4 Purchasing Entity has secured Third Party financing and payment is being made directly to the Contractor by the Purchasing Entity.
- I. **Security Requirements**
1. **Network and Data Security**
    - 1.1 Devices may be configured to include a variety of data security features. The set-up of such features shall be at the discretion of the Purchasing Entity, and all costs associated with their implementation must be conveyed by Contractor prior to Order placement.
    - 1.2 Contractor will not be permitted to download, transfer, or access print data stored on the Device in either hard drive or chip memory. Only system management accessibility will be allowed.
    - 1.3 Contractor shall ensure that delivery and performance of all Services shall adhere to the requirements and standards as outlined in each Participating State or Entity's Participating Addendum.
  2. **Sensitive Information.** Sensitive information that is contained in any Legacy Devices or applications shall be encrypted if practical. In addition, sensitive data will be encrypted in all newly developed applications. Since sensitive information is subjective, it shall be defined by each Participating State or Entity in their Participating Addendum.
  3. **Data Breach.** Contractor shall have an incident response process that follows National Institute of

Standards and Technology (NIST) standards as referenced in the NIST Computer Security Incident Handling Guide, which can be downloaded at <https://www.nist.gov/publications/computer-security-incident-handling-guide>, and it shall include, at a minimum, breach detection, breach notification, and breach response. Further, Contractor shall notify the impacted Purchasing Entity within 72 hours of learning of such breach.

#### 4. Authentication and Access

- 4.1 Any network connected Device must offer authentication for all features via LDAP and/or Windows AD, as well as the ability to disable authentication for any or all features.
- 4.2 Any network connected Device must have the ability to connect via Dynamic Host Configuration Protocol (DHCP) or Static IP address.
- 4.3 The credential information for any remote authentication method may not be maintained within the Device's memory.
- 4.4 Access to the Device's administrative functions must be password protected per the Participating State or Entity requirements, and the default settings must be changed at the time of Device installation.

#### 5. Hard Drive Removal and Surrender

- 5.1 Contractor shall ensure that all hard drive data is cleansed and purged (if capable) from the Device at the end of its Useful Life, or when any hard drive ~~is repossessed by Contractor~~ ~~leaves the Purchasing Entity's possession~~; or
- 5.2 At the Participating State or Entity's discretion, Contractor shall remove the hard drive from the applicable Device and provide the Purchasing Entity with custody of the hard drive before the Device is removed from the Purchasing Entity's location, moved to another location, or any other disposition of the Device. The Purchasing Entity shall then be responsible for securely erasing or destroying the hard drive.
- 5.3 If Contractor takes possession of any Device at a Purchasing Entity's location, then they shall also remove any ink, toner, and associated Supplies (drum, fuser, etc.) and dispose of them in accordance with applicable law, as well as environmental, and health considerations, or as otherwise specified in a Participating Addendum.
- 5.4 Hard drive sanitation shall be at no expense to the Purchasing Entity, however; Contractor may charge the Purchasing Entity a fee if the Purchasing Entity elects to keep the hard drive in their possession. Contractor must disclose the price for removal and surrender of the hard drive, prior to Order placement.
- 5.5 If the hard drive is not removable, or the Device does not contain a hard drive, then Contractor must convey this to the Purchasing Entity at the time of Order placement. In the case of a non-removable hard drive, **section IV.I (5.1)** shall apply.
- 5.6 If Contractor is removing another Manufacturer's Devices, they are not permitted to remove the hard drive. Only the Manufacturer or their Authorized Dealer shall remove hard drives in their own Devices. Contractor shall work with the Manufacturer to ensure the requirements

pursuant to this section are met.

**J. Warranty Requirements**

1. The warranty period shall begin upon Acceptance of the Deliverables, and shall be for a minimum of ninety (90) days for purchase, lease and rental Devices. This warranty shall be extended to all Devices acquired under the Master Agreement, including Remanufactured and/or Refurbished Devices.
2. Devices that are sold under the resulting Master Agreement will come with the standard features as published on the Manufacturers website, and will not deviate from the stated specifications.
3. Devices shall be in good working order, free from any defects in material and workmanship, and fit for the ordinary purposes they are intended to serve.
4. If defects are identified, per mutual agreement of Contractor and the Purchasing Entity, Contractor obligations shall be limited solely to the repair or replacement of Devices proven to be defective upon inspection.
5. Replacement of Devices shall be on a like-for-like basis and shall be at no cost to the Purchasing Entity.
6. Repair of defective parts and/or Devices shall be at no cost to the Purchasing Entity.
7. Upon significant failure of a Device, the warranty period shall commence again for a minimum of ninety (90) days. Significant failure shall be determined by the Participating State.
8. Contractor warranty obligations shall not apply if:
  - 8.1 The Device is installed, wired, modified, altered, or serviced by anyone other than Contractor and/or their Authorized Dealer;
  - 8.2 If a defective or non-authorized Accessory, Supply, software, or part is attached to, or used in the Device; and
  - 8.3 The Device is relocated to any place where Contractor Services are not available.
9. Contractor agrees to perform its Services in a professional manner, consistent with applicable industry standards.
10. It will be at the discretion of each Participating State or Entity to negotiate additional warranty requirements with the Contractor.
11. **Lemon Clause**
  - 11.1 This clause shall apply to all Devices that are purchased, leased, or rented under the Contractor's Master Agreement.
  - 11.2 This clause shall not apply if Supplies are used in the Devices that were not manufactured, provided, or authorized by the Contractor.
  - 11.3 The application period is thirty-six (36) months from the date of Acceptance.

- 
- 11.4 This clause shall take precedence over any other warranty or Services clauses associated with the Contractor's Master Agreement, or as specified by a Participating State or Entity in their Participating Addendum.
  - 11.5 A Purchasing Entity must maintain an uninterrupted Maintenance Agreement on all purchased Devices in order for this clause to apply past the initial ninety (90) day warranty.
  - 11.6 Any Device that fails (except due to operator error) to function in accordance with the Manufacturer's published performance specifications, four (4) times in any four (4) week period and/or is subject to recurring related problems, shall be replaced with a new Device that meets or exceeds the requirements of the original Device, at no cost to the Purchasing Entity.
- K. **Contractor Notices.** Contractor shall notify the Lead State, Participating States, Participating Entities and all Purchasing Entities of any recall notices, warranty replacements, safety notices, or any applicable notice regarding the Products being sold. This notice must be received in writing (via postal mail or email) within thirty (30) calendar days of Contractor learning of such issues.

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## Attachment B-1 AUTHORIZED DEALER FORM

**Manufacturer Name:** \_\_\_\_\_

(Check one)

- The Dealer listed below is authorized to provide Products and Services in accordance with the NASPO ValuePoint Multi-Function Devices and Related Software, Services and Cloud Solutions Master Agreement.
- The Dealer listed below will no longer provide Products and Services under the NASPO ValuePoint Multi-Function Devices and Related Software, Services and Cloud Solutions Master Agreement for the following reason (required):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State(s) Serviced by Dealer:	
Dealer Name:	
Address:	
Phone (include Toll-Free, if available):	
Contact Person(s):	
Email Address:	
FEIN:	

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(Contractor Representative)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Dealer Representative)

\_\_\_\_\_  
(Print First and Last Name of Authorized Dealer Representative)

---

## Attachment B-2 AUTHORIZED DEALERS BY STATE



Attachment B-2 -  
Authorized Dealers by

---

**Attachment B-3  
SAMPLE D&A CERTIFICATE**

**NASPO VALUEPOINT MASTER AGREEMENT NO.  
AND THE STATE OF Insert Name of Participating State PARTICIPATING  
ADDENDUM NO.  
WITH Insert Name of Contractor**

To: Insert Name of Contractor or Authorized Dealer

Pursuant to the provisions of the Master Agreement and Participating Addendum, Purchasing Entity hereby certifies and warrants that (a) all Equipment described in the Order has been delivered and installed; (b) Purchasing Entity has inspected the Equipment, and all such testing as it deems necessary has been performed by Purchasing Entity and/or Contractor to the Satisfaction of Purchasing Entity; and (c) Purchasing Entity accepts the Equipment for all purposes of the Order.

**Insert name of Purchasing Entity**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

### Attachment B-4 SAMPLE MPS STATEMENT OF WORK

<b>Agency/Customer:</b>	<b>Contractor:</b>
<b>Contact Name:</b>	<b>Contact Name:</b>
<b>Address:</b>	<b>Address:</b>
<b>Email:</b>	<b>Email:</b>
<b>Phone:</b>	<b>Phone:</b>
<b>Fax:</b>	<b>Fax:</b>
	<b>Contractor website:</b>
<b>Print Assessment Date:</b>	<b>Period of Performance:</b>
<b>Statement of Work must incorporate the following documents:</b>	
NASPO ValuePoint Master Agreement # _____	<i>[Imbed document here]</i>
Participating Addendum # _____	<i>[Imbed document here]</i>
Contractor's Print Assessment	<i>[Imbed document here]</i>

**Statement of Work, at a minimum, must include the following elements:**

- 1. Introduction:**  
*Describe your current environment. What is your inventory, including owned, rented, or leased Devices*
  
- 2. Scope:**  
*Include Project scope (i.e. single-function, multi-function printers etc.) and software*
  
- 3. Out of Scope:**  
*This Project does not cover the following functions or deliverables:*
  
- 4. Objective:**  
*The main objective of this project is:*  
*System and procedures will be set up to allow:*

**5. Location:**

*Enter all physical locations of where work will be performed*

**6. Discovery/Assessment:**

*Contractor will be required to discover/assess Purchasing Entity print environment as described below:*

***Deliverables:***

*Describe the deliverables for Discovery/Assessment*

***Checkpoints:***

*Describe the checkpoints for Discovery/Assessment*

**7. Data Security**

*Include description of data security requirements*

**8. Data Breach**

*Describe any data breach requirements*

**9. Equipment Guarantees**

*Describe downtime, on-site service, response time etc. (Note: this section must, at a minimum, adhere to the same requirements as outlined in the Master Agreement and/or Participating Addendum)*

**10. End of Life/Equipment replacement**

*Insert description of end of life/equipment replacement process*

**11. Implementation:**

***Deliverables:***

*Describe the deliverables for Implementation*

***Checkpoints:***

*Describe the checkpoints for Implementation*

***User Acceptance Testing:***

*Describe User Acceptance Testing for Implementation*

***Production Rollout:***

*Describe the Production Rollout for Implementation*

**12. Contractor Staff and Support**

*Describe Contractor staff roles and their availability*

**13. Purchasing Entity Roles and Responsibilities**

*Insert description of Purchasing Entity Roles and Responsibilities including:*

**Contacts:**

- Project Manager
- End-User Representative
- System Administrator
- Technical Support

**General and Technical Responsibilities:**

*Insert description of Purchasing Entity Roles and Responsibilities*

**14. Performance Penalties**

*Insert description of Contractor Performance Penalties*

**15. Payment**

*Describe billing cycles and invoice information*

This Agreement is entered into by and between the *[Purchasing Entity]*, located at *[Agency address]* and *[Contractor]* licensed to conduct business in the State of \_\_\_\_\_ (“Contractor”), located at *[Contractor address]* for the purpose of providing *Managed Print Services*.

The signatories to this Managed Print Services Agreement represent that they have the authority to bind their respective organizations to this Agreement.

***In Witness Whereof***, the parties hereto, having read this Managed Print Services Agreement in its entirety, including all attachments, have executed this Agreement.

**This Agreement is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.**

**Initial term of this Agreement is \_\_\_\_\_ year(s) or until \_\_\_\_\_.**

**Maximum term of this Agreement is five (5) years, or until \_\_\_\_\_.**

Contractor Signature	Date	Purchasing Entity Signature	Date
Contractor Printed Name, Title		Purchasing Entity Printed Name, Title	

## **Attachment C RFP EVALUATION PLAN**

**Stage 1: Initial Responsiveness.** Proposals will be reviewed for completeness and initial responsiveness. Proposals omitting required documents or responses may be rejected in accordance with Attachment A, RFP Terms and Conditions.

**Stage 2: Mandatory Requirements.** To be considered responsive, an Offeror must meet the following mandatory requirements. Failure to meet these mandatory requirements will result in disqualification of a Proposal:

1. Offeror must be a Manufacturer of A3 MFD's, A4 MFD's, Production Equipment, Single-function Printers, Large/Wide Format Equipment, or Scanners, as defined within this RFP.
2. Offeror must respond to at least one Segment within one Group. However, Offeror's are also required to submit their full line of Newly Manufactured Equipment for each Group they are responding to. In other words, if an Offeror has three (3) Devices that fall into Segment 3 of Group A, then they must list all three (3) Devices, as opposed to just one (1) Device. Refer to the instructions on each of the Group Price Lists (Attachments G-1 through G-6) for additional information.
3. Proposed Devices must be Newly Manufactured and meet the requirements of **Sections II.A (1), II.A (2) and II.A (3) in Attachment B, Scope of Work**. Offerors are not permitted to submit Proposals for Remanufactured or Refurbished Equipment.
4. Offeror is not required to submit a response for MPS; however, Offeror will not be able to provide MPS under the resulting Master Agreement if they don't.
5. **MPS will not be a separate Award; Offeror must be awarded Group A, B, C, D, E or F, in order to provide MPS.**

**Stage 3: Evaluation Criteria.** Proposals meeting or exceeding the Mandatory Requirements will be evaluated as follows:

1. **Cost Criteria (40% total weight):**
  - a) A sampling of Devices based on predetermined configurations in pre-selected Segments of each Group;
  - b) A Total Cost of Ownership (TCO) analysis for two (2) different Base Units within pre-selected Segments of each Group;
  - c) A Total Monthly Payment comparison for a 36 month FMV and a 36 month \$1 Buyout Lease, using a zero base per click fee, based on predetermined configurations in pre-selected Segments; and
  - d) A comparison of MPS pricing based on rates and standard fleet components.
2. **Technical Criteria – (60% total weight):**
  - a) Ability to meet the Scope of Work requirements;

**Request for Proposals for  
Multi-Function Devices and Related Software, Services and Cloud Solutions**



Issued by the **State of Colorado**  
**Solicitation Number: RFP-NP-23-001**

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- b) Dealer Engagement;
- c) Useful Life and Legacy Equipment;
- d) Performance Standards;
- e) Customer Service;
- f) Ordering Process;
- g) Organizational Security;
- h) Hard Drive Protocols;
- i) Warranties;
- j) Recycling and Trade-In Programs;
- k) Supply Management;
- l) Managed Print Services; and
- m) Promotion of the NASPO ValuePoint Master Agreement.



Issued by the **State of Colorado**  
**Solicitation Number: RFP-NP-23-001**

## Attachment D CLAIM OF BUSINESS CONFIDENTIALITY

**Offeror’s Claims of Business Confidentiality.** (Check one of the below.)

- Offeror is not claiming any information within Offeror’s proposal as confidential, proprietary, or protected. (Check box and skip to SIGNATURE section below.)
- Offeror claims the information set forth in the table below as confidential, proprietary, or protected and **will submit with Offeror’s proposal a redacted copy of Offeror’s proposal**, which must be clearly marked as such. Offeror understands, acknowledges, and agrees to comply with the following:
  - Each of the following fields **must** be completed for each claim asserted by Offeror:
    - **Proposal Section Reference:** The page, section, or paragraph in Offeror’s proposal containing the information claimed to be confidential, proprietary, or protected.
    - **Confidential Information:** A description of the information claimed to be confidential, proprietary, or protected.
    - **Basis for Claim:** The basis for Offeror’s claim.
    - **Explanation:** Explanation of how the information claimed to be confidential meets the definition of one of the bases above.
  - Offeror may not mark pricing or Offeror’s entire proposal as confidential, proprietary, or protected.

Proposal Section Reference	Confidential Information	Basis for Claim	Explanation

[Add additional rows as needed.]

**Request for Proposals for  
Multi-Function Devices and Related Software, Services and Cloud Solutions**



Issued by the **State of Colorado**  
**Solicitation Number: RFP-NP-23-001**

---

**SIGNATURE**

By signing below, the undersigned certifies under penalty of perjury that the representations made and the information provided herein are true and correct and may be relied upon by the Lead State for purposes of determining the validity of Offeror's claim(s). Offeror understands that submission of a Claim of Business Confidentiality does not guarantee that information claimed by Offeror as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable public information laws, rules, and policies. Offeror further agrees that if Offeror fails to submit a redacted copy of Offeror's proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Offeror releases the Lead State, NASPO, NASPO members, and entities represented on the Multistate Sourcing Team from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.

**OFFEROR:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Email Address**

\_\_\_\_\_  
**Phone Number**

## **Attachment E OFFEROR INFORMATION, ACKNOWLEDGEMENTS, AND CERTIFICATIONS**

### **I. OFFEROR INFORMATION**

Please complete **Attachment E-1, W9 – Request for Taxpayer Identification Number and Certification.**

### **II. BUSINESS DETAILS**

- A. Company Website.** Provide a URL for your company's website.
- B. Company Size.** Identify the number of employees working for your company.
- C. Ownership Structure.** Describe your company's ownership structure.
- D. Litigation.** List all claims of non-performance or breach from customers in excess of \$5,000, including all pending litigation matters (including civil, criminal, or appellate) or criminal convictions in the past 5 years for the company and all principals. Attach an additional document if necessary.

### **III. PROPOSAL CONTACT**

The Proposal Contact must be able to respond timely to communications from the Lead State. Offeror must, within 24 hours, notify the Lead State of any change to Offeror's Proposal Contact.

- A. Proposal Contact Name:**
- B. Proposal Contact Title:**
- C. Proposal Contact Email:**
- D. Proposal Contact Phone Number:**

### **IV. ACKNOWLEDGEMENTS AND CERTIFICATIONS**

By signing below and submitting a response to this RFP, Offeror acknowledges and certifies the following:

- A. Debarment.** (Check one of the below.)
  - Neither Offeror nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency.
  - Offeror cannot certify the statement above, and Offeror will affix a written explanation to this attachment for review by the Lead State. If after reviewing Offeror's written explanation the Lead State determines it is not in the best interest of the Lead State, Participating Entities, or Purchasing Entities to award Offeror a Master Agreement, the Lead State may reject Offeror's proposal.
- B. Non-collusion.**
  - 1.** This proposal has been developed independently by Offeror and has been submitted without collusion and without any agreement, understanding, or planned common course of action with any other Offeror or supplier of Product in a manner designed to limit fair and open competition.

**Request for Proposals for  
Multi-Function Devices and Related Software, Services and Cloud Solutions**



Issued by the **State of Colorado**  
**Solicitation Number: RFP-NP-23-001**

---

2. The contents of this proposal have not been communicated by Offeror or its employees or agents to any person not an employee or agent of Offeror and will not be communicated to any such persons prior to the RFP Close Date.
- C. **Data Disclosure to Foreign Governments.** (Check one of the below.)
- Offeror is not an entity subject to laws, rules, or policies potentially requiring disclosure of, or provision of access to, customer data to foreign governments or entities controlled by foreign governments, and Offeror's offerings do not contain, include, or utilize components or services supplied by any entity subject to the same. Offeror's offerings also do not contain, include, or utilize covered technology prohibited under Section 889 of the National Defense Authorization Act, as amended.
  - Offeror cannot certify the statement above, and Offeror will affix a written explanation to this attachment for review by the Lead State. If after reviewing Offeror's written explanation the Lead State determines it is not in the best interest of the Lead State, Participating Entities, or Purchasing Entities to award Offeror a Master Agreement, the Lead State may reject Offeror's proposal.
- D. **Conflicts of Interest.** (Check one of the below.)
- Offeror represents that none of its officers or employees are officers or employees of the Lead State and that none of its officers or employees have a conflict of interest as defined by the laws, rules, or policies of the Lead State.
  - Offeror cannot certify the statement above, and Offeror will affix a written explanation to this attachment for review by the Lead State. If after reviewing Offeror's written explanation the Lead State determines it is not in the best interest of the Lead State, Participating Entities, or Purchasing Entities to award Offeror a Master Agreement, the Lead State may reject Offeror's proposal.
- E. **Required Insurance.** Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the levels prescribed in **Attachment H, Sample Master Agreement**. Offeror understands that this requirement is mandatory and will not be negotiated by the Lead State.
- F. **NASPO ValuePoint Administrative Fee.** Offeror agrees to pay a NASPO ValuePoint administrative fee and submit summary and detailed sales reports in accordance with **Attachment H, Sample Master Agreement**. Offeror understands that this requirement is mandatory and will not be negotiated by the Lead State.
- G. **Marketing Plan.** If awarded a Master Agreement resulting from this RFP, within 30 days of execution of the Master Agreement, Offeror will meet with NASPO ValuePoint marketing personnel to review and track progress on the marketing plan described by Offeror in **Attachment F, Technical Response Worksheet**.
- H. **Confidential, Proprietary, or Protected Information.** As set forth in **Attachment A, RFP Terms and Conditions**, if Offeror is claiming any portion of its proposal as confidential, proprietary, or protected, Offeror must complete the required sections of **Attachment D, Claim of Business Confidentiality**, and submit with Offeror's proposal a redacted copy of Offeror's proposal, which must be clearly marked as such. Offeror may not mark pricing or Offeror's entire proposal as confidential, proprietary, or protected.



**Request for Proposals for  
Multi-Function Devices and Related Software, Services and Cloud Solutions**



Issued by the **State of Colorado**  
**Solicitation Number: RFP-NP-23-001**

Submission of a Claim of Business Confidentiality does not guarantee that information claimed by Offeror as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable public information laws, rules, and policies. If Offeror fails to submit a redacted copy of Offeror’s proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Offeror releases the Lead State, NASPO, NASPO members, and entities represented on the Multistate Sourcing Team from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.

**I. Understanding of the RFP.** Offeror has read the RFP in its entirety and understands and agrees to comply with all requirements set forth therein. Any conflicts in the materials composing the RFP and any issues relating to the content of the RFP, including instructions, requirements, or specifications Offeror believes to be ambiguous, unduly restrictive, erroneous, anticompetitive, or unlawful, have been brought to the attention of the Lead State using the process described in the RFP for asking questions or, if applicable, by filing a protest. In accordance with **Attachment A, RFP Terms and Conditions**, Offeror acknowledges and understands that any protest, claim, dispute, or action based upon a conflict or issue described herein must be filed no later than the RFP close date, and Offeror waives the right to file any protest, claim, dispute, or action based upon a conflict or issue described herein if not filed by the RFP close date.

**SIGNATURE**

The undersigned is one of the following:

1. The Offeror, if Offeror is an individual;
2. A partner in the company, if Offeror is a partnership; or
3. An officer or employee of the responding corporation having authority to sign on its behalf, if Offeror is a corporation.

By signing below, the undersigned warrants that the representations made and the information provided in Offeror’s proposal are true, correct, and reliable for purposes of evaluation for a potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from contract award and may subject the undersigned, Offeror, or both to suspension or debarment proceedings, as well as other remedies available to the Lead State by law, including termination of any Master Agreement awarded to Offeror.

**OFFEROR:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Email Address**

\_\_\_\_\_  
**Phone Number**

**Attachment E-1  
W9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION**



Attachment E-1 - W9  
Request for Taxpayer

## Attachment F TECHNICAL RESPONSE WORKSHEET

**Offeror Name:** \_\_\_\_\_

### **PART I**

Offeror must provide complete and succinct responses to each item below. **Insert your responses into this worksheet directly below each question or prompt.** While marketing materials are neither requested nor desired, Offeror should provide all information necessary to demonstrate Offeror’s ability to meet the requirements of this RFP and the RFP’s Scope of Work. In addition, please note that certain documents are required to be submitted with your Proposal (refer to the questions below for further information).

- I. Mandatory Requirements.** Per Attachment C, RFP Evaluation Plan, Offeror must indicate their compliance with the following:

Mandatory Requirements	Indicate compliance with an “x”
Are you a Manufacturer of A3 MFD’s, A4 MFD’s, Production Equipment, Single-function Printers, Large/Wide Format Equipment, or Scanners, as defined within this RFP?	
Have you responded to at least one Segment within one Group?	
Have you submitted your entire line of Newly Manufactured Equipment for each Group you responded to?	

- II. Scope of Work.** Offeror must indicate their understanding/compliance with the following sections of **Attachment B, Scope of Work** by typing “Yes” in the column indicated. If a section is not applicable to your Proposal, please type “N/A.” If you are not able to comply with a section, type “No.” For all “N/A” and “No” responses, you must indicate the reason in the Comments column. In addition, if you type “Yes” and would like to expound on that response you may also do so in the Comments column. Sections of the Scope of Work not contained in the table below do NOT alleviate Offeror from complying with the requirements of those sections.

Section	Subsection	Indicate “Yes”, “No” or N/A	Comments
<b>Master Agreement Overview</b>			
I.	A. through G.		

**Request for Proposals for  
Multi-Function Devices and Related Software, Services and Cloud Solutions**



Issued by the **State of Colorado**  
Solicitation Number: **RFP-NP-23-001**

	H.1 through H.9		
<b>Master Agreement Deliverables</b>			
<b>Primary Product and Service Offerings</b>			
<b>II.A.1 Group Categories</b>	<b>Group A through Group F</b>		
<b>II.A.2 Device Configurations</b>	<b>2.1 through 2.6</b>		
<b>II.A.3 Device Standards</b>	<b>3.1</b>		
	<b>3.2</b>		
	<b>3.3</b>		
	<b>3.4</b>		
	<b>3.5</b>		
	<b>3.6</b>		
	<b>3.7</b>		
	<b>3.8</b>		
	<b>3.9</b>		
	<b>3.10</b>		
<b>II.A.4 Device Exceptions</b>	<b>3.11</b>		
	<b>4.1</b>		
	<b>4.2</b>		
	<b>4.3</b>		
<b>II.A.5 Accessories</b>	<b>4.4</b>		
	<b>5.1 through 5.3</b>		
<b>II.A.6 Remanufactured and Refurbished Equipment</b>	<b>6.1</b>		
	<b>6.2</b>		
	<b>6.3</b>		
	<b>6.4</b>		
	<b>6.5</b>		
	<b>6.6</b>		

**Request for Proposals for  
Multi-Function Devices and Related Software, Services and Cloud Solutions**



Issued by the **State of Colorado**  
**Solicitation Number: RFP-NP-23-001**

	<b>6.7</b>		
	<b>6.8</b>		
<b>II.A.7 Group G – Software</b>	<b>7.1</b>		
	<b>7.2</b>		
	<b>7.3</b>		
	<b>7.4</b>		
	<b>7.5</b>		
	<b>7.6.a through 7.6.g Software Subscriptions</b>		
	<b>II.A.8 Group H – Consumable Supplies</b>	<b>8.1</b>	
<b>8.2</b>			
<b>8.3</b>			
<b>8.4</b>			
<b>II.A.9 Service Offerings</b>	<b>9.1.a through 9.1.i Group I – Managed Print Services</b>		
<b>II.A.9 (9.2) Maintenance Agreements</b>	<b>9.2.a Pricing</b>		
	<b>9.2.b Initial Term</b>		
	<b>9.2.c Renewal Term</b>		
	<b>9.2.d Blended Rates</b>		
	<b>9.2.e Manual Meter Reads</b>		
	<b>9.2.f Customer Owned Devices</b>		
	<b>9.2.g Lease or Rental Devices</b>		
	<b>9.2.h Legacy Devices</b>		
<b>Ancillary Product and Service Offerings</b>			
<b>II.B.1 Sub-Group Categories</b>	<b>1.1 Sub-Group G1 – Software Related Services</b>		
	<b>1.2 Sub-Group C1 – Standalone Production Devices</b>		

**Request for Proposals for  
Multi-Function Devices and Related Software, Services and Cloud Solutions**



Issued by the **State of Colorado**  
Solicitation Number: **RFP-NP-23-001**

	<b>1.3</b> <i>Sub-Group C2 – Industrial Print Equipment</i>		
	<b>1.4</b> <i>Sub-Group D1 – Specialty Printer</i>		
<b>II.B.2</b>	<b>Sub-Group Category Discounts</b>		
<b>II.B.3</b> <b>Open Market Items</b>	<b>3.1</b>		
	<b>3.2</b>		
	<b>3.3</b>		
	<b>3.4</b>		
	<b>3.5</b>		
<b>II.B.4</b> <b>Emerging Technologies</b>	<b>4.1</b>		
	<b>4.2</b>		
	<b>4.3</b>		
	<b>4.4</b>		
<b>Purchase, Lease and Rental Programs</b>			
<b>III.A</b>	<b>Acquisition Methods</b>		
<b>III.B</b>	<b>Device Trade-In</b>		
<b>III.C</b>	<b>Lease and Rental Rates</b>		
<b>III.D</b> <b>Leasing and Rental Overview</b>	<b>1.</b>		
	<b>2.</b>		
	<b>3.</b>		
	<b>4.</b>		
	<b>5.</b>		
	<b>6.</b>		
	<b>7.</b>		
	<b>8.</b>		
	<b>9.</b>		
	<b>10.</b>		
	<b>11.</b>		

**Request for Proposals for  
Multi-Function Devices and Related Software, Services and Cloud Solutions**



Issued by the **State of Colorado**  
**Solicitation Number: RFP-NP-23-001**

	<b>12.</b>		
<b>III.E Leasing and Rental Options</b>	<b>1.1 and 1.2</b> <i>FMV Lease</i>		
	<b>2.1 and 2.2</b> <i>Capital Lease</i>		
	<b>3.1 and 3.2</b> <i>Straight Lease</i>		
	<b>4.1 through 4.3</b> <i>Cancellable Rental</i>		
	<b>5.1 through 5.3</b> <i>Short-Term Rental</i>		
<b>III.F Leasing and Rental Terms and Conditions</b>	<b>1.1 through 1.4</b> <i>Possession and Return of Lease and Rental Devices</i>		
	<b>2.</b> <i>Payment</i>		
	<b>3.</b> <i>Buyout to Keep Option</i>		
	<b>4.</b> <i>Buyout to Return Option</i>		
	<b>5.</b> <i>Device Upgrade or Downgrade</i>		
	<b>6.</b> <i>Non-appropriation of Funds</i>		
	<b>7. (including 7.1 and 7.2)</b> <i>Assignment</i>		
	<b>8.1 and 8.2</b> <i>Early Termination Charges</i>		
	<b>9.1 through 9.5</b> <i>Default</i>		
	<b>10. (including 10.1 and 10.2)</b> <i>Remedies</i>		
<b>Contractor Responsibilities and Tasks</b>			
<b>Service Requirements</b>			
<b>IV.A.1.</b>	<b>Technicians</b>		
<b>IV.A.2 Standard Service Levels</b>	<b>2.1.a. through 2.1.h</b> <i>End-User Training</i>		
	<b>2.2</b> <i>Preventative Maintenance</i>		
	<b>2.3.a through 2.3.c</b> <i>Device Performance</i>		
	<b>2.4.a through 2.4.c</b>		

**Request for Proposals for  
Multi-Function Devices and Related Software, Services and Cloud Solutions**



Issued by the **State of Colorado**  
**Solicitation Number: RFP-NP-23-001**

	<i>Loaner Device</i>		
	<b>2.5.a through 2.5.d</b> <i>Repair Parts</i>		
	<b>2.6.a through 2.6.c</b> <i>Service Zones</i>		
	<b>2.7.a. and 2.7.b</b> <i>Service Logs</i>		
	<b>2.8.a through 2.8.d</b> <i>Device Relocation</i>		
<b>IV.A.3 Meter Read Invoicing</b>	<b>3.1 through 3.4</b>		
<b>IV.A.4 Reporting</b>	<b>4.1.a and 4.1.b</b> <i>Service Level Calculations</i>		
	<b>4.2.a and 4.2.b</b> <i>Periodic Reporting</i>		
<b>Customer Service</b>			
<b>IV.B.1 Key Personnel</b>	<b>1.1 through 1.4</b>		
<b>IV.B.2</b>	<b>Single Point of Contact</b>		
<b>IV.B.3</b>	<b>Service and Support Hours</b>		
<b>IV.B.4</b>	<b>Customer Service Team</b>		
<b>IV.B.5</b>	<b>Additional Coverage</b>		
<b>IV.B.6</b>	<b>Online Access</b>		
<b>IV.C Authorized Dealers</b>	<b>1.</b>		
	<b>2.</b>		
	<b>3.</b>		
	<b>4.</b>		
	<b>5.</b>		
	<b>6.</b>		
	<b>7.1 and 7.2</b>		
<b>IV.D Device Demonstration Requirements</b>	<b>1.</b>		
	<b>2.</b>		
	<b>3. (including 3.1 through 3.4)</b>		
	<b>4.</b>		

**Request for Proposals for  
Multi-Function Devices and Related Software, Services and Cloud Solutions**



Issued by the **State of Colorado**  
**Solicitation Number: RFP-NP-23-001**

<b>IV.E Ordering and Invoicing Specifications</b>	<b>1.1 through 1.9</b>		
	<b>2.</b>		
	<b>3.</b>		
	<b>4.</b>		
	<b>5.</b>		
	<b>6.</b>		
	<b>7.</b>		
	<b>8.</b>		
	<b>9.</b>		
	<b>10.</b>		
	<b>11.1 through 11.5</b>		
	<b>12.</b> <i>Substitutions</i>		
<b>IV.F Delivery Requirements</b>	<b>1.</b>		
	<b>2.</b>		
	<b>3.</b>		
	<b>4.</b>		
	<b>5.</b>		
	<b>6.</b>		
	<b>7.</b>		
	<b>8.</b>		
	<b>9.</b>		
	<b>10.</b>		
	<b>11.</b>		
	<b>12.</b>		
<b>IV.G Device Installation Requirements</b>	<b>1.1 through 1.7</b>		
	<b>2.</b>		
	<b>3.</b>		
	<b>4.</b>		

**Request for Proposals for  
Multi-Function Devices and Related Software, Services and Cloud Solutions**



Issued by the **State of Colorado**  
**Solicitation Number: RFP-NP-23-001**

	5.		
	6.		
	7.		
<b>IV.H Inspection and Acceptance</b>	1.		
	2.		
	3.		
	<b>4. (including 4.1 through 4.4)</b>		
<b>IV.I Security Requirements</b>	<b>1.1 through 1.3</b> <i>Network and Data Security</i>		
	<b>2.</b> <i>Sensitive Information</i>		
	<b>3.</b> <i>Data Breach</i>		
	<b>4.1 through 4.4</b> <i>Authentication and Access</i>		
	<b>5.1 through 5.6</b> Hard Drive Removal and Surrender		
<b>IV.J Warranty Requirements</b>	1.		
	2.		
	3.		
	4.		
	5.		
	6.		
	7.		
	<b>8.1 through 8.3</b>		
	9.		
	10.		
<b>IV.J.11 Lemon Clause</b>	<b>11.1</b>		
	<b>11.2</b>		
	<b>11.3</b>		
	<b>11.4</b>		

**Request for Proposals for  
Multi-Function Devices and Related Software, Services and Cloud Solutions**



Issued by the **State of Colorado**  
**Solicitation Number: RFP-NP-23-001**

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	<b>11.5</b>		
	<b>11.6</b>		
<b>IV.K</b>	<b>Contractor Notices</b>		

## Attachment F TECHNICAL RESPONSE WORKSHEET

Offeror Name: \_\_\_\_\_

### **PART II**

**Instructions:** Offeror must provide a detailed response to each of the questions (and their sub-questions) listed below. Responses will not be limited to a certain number of pages. Samples of reports or other documents requested need to be included in the Proposal packet and must be cross-referenced so that the response and the corresponding document can be easily located.

#### **1) Dealer Engagement:**

- a) Describe your process for selecting Dealers to provide Products and Services under a resulting Master Agreement.
- b) Describe how your organization will on-board your Dealers.
- c) How will you ensure that your Authorized Dealers will offer the correct contract pricing to Purchasing Entities, and that the contract is being utilized correctly?
- d) In the event a Dealer becomes non-compliant with the contract and refuses to provide Products or Services to a customer, describe how your organization will handle this issue and the measures that will be put in place to ensure it doesn't happen again.
- e) What type of training do you provide to your Dealers, and how will you ensure that new staff is properly trained in the nuances of each Participating Addendum? Provide a sample training plan or information sheet that you will give to your Dealers.
- f) How does your organization plan to provide continuing education for your Dealers to ensure that they are kept up-to date on Master Agreement and Participating Addenda modifications and/or amendments?
- g) Describe your process for updating your Dealer channel whenever your Price Lists are updated and approved by the Lead State, or when there are Amendments to the Master Agreement.

#### **2) Useful Life of a Device and Legacy Equipment:**

- a) Describe your process for determining Useful Life on a Device, with the understanding that it is not always based on passage of time alone.
  - i) Do you factor in down-time, parts replacement, and number of Service Calls etc.?

- b) Describe your ability to perform maintenance on Legacy Equipment.
  - i) Are you able to provide service on customer owned Equipment that was acquired from another Manufacturer? If so, how?
  - ii) Are your Technicians cross-trained in multiple Manufacturer Devices?

**3) Performance Standards:**

- a) Describe the methodology used to develop your organization's performance standards and the processes and tools used to monitor and measure performance against those standards.
- b) Provide a sample report which contains the following data: Uptime percentage (%) per fleet of Devices, number of Service Calls placed, Response Time per Device, dates that Preventative Maintenance was performed, hours of end-user training performed, and estimated end of Useful Life per Device based on current usage.
  - i) Can customers obtain this reporting information online? If so, how do they access it? Is a log-in required?
  - ii) Can the information be exported?
  - iii) Can customers obtain their own Ad-hoc reports?
  - iv) What additional tools or features does your reporting system offer?
- c) Provide a copy of your organization's standard SLA. This SLA must, at a minimum, adhere to the requirements outlined in the Scope of Work.
- d) Describe your organization's ability to meet or exceed the Service Response Times as outlined in the Scope of Work.
- e) How does your organization measure Technician performance?
  - i) Are they evaluated based on the number of Service Calls completed, or the amount of time at a Service Call?
- f) Describe your end-user training process for Equipment. How do you allocate resources to conduct the training?
  - i) How long are your training sessions?
- g) Describe how your organization provides proactive Preventative Maintenance to address technical issues before they become operational problems.
  - i) What type of Preventative Maintenance is done at the time of a Service Call?
  - ii) How is a Purchasing Entity notified that Preventative Maintenance is needed?
- h) Describe your process for communicating with customers regarding inoperable Equipment, including updates for resolution timeframe, and any parts, Accessories, or Devices that are on back-order.

- 4) How do you ensure that software patches and updates are communicated to the customer?
- 5) **Customer Service:**
- a) Describe how your organization responds to customer complaints. Identify your escalation process and the personnel that will handle these issues.
  - b) Describe how you assess customer satisfaction. Do you send out user surveys, call customers directly, or schedule routine on-site visits?
  - c) What are your quality assurance measures and how are they handled in your organization?
- 6) **Ordering Process:**
- a) Describe the ordering process, including steps to expedite Orders.
  - b) Describe your organization's process for resolving disputed invoices, including escalation procedures.
  - c) Describe your organization's process for issuing refunds or credits to customers due to invoicing errors, over-payments and Product returns.
  - d) Describe the steps your organization takes to mitigate supply-chain issues and how you ensure that Products are available to Purchasing Entities with minimal delays.
- 7) **Organizational Security:**
- a) Provide a copy of your organization's Data Breach plan.
  - b) Describe, in detail, how it adheres to NIST standards. Your response must include your policies regarding breach detection, notification, and response time.
  - c) Has there been a data breach that has affected a Purchasing Entity within the last three (3) years? If so, how did you resolve the issue?
- 8) **Hard Drive Protocols:**
- a) Describe, in detail, the protocols that are followed for hard drive sanitation and removal.
  - b) How will your organization ensure that your Authorized Dealers conform to these requirements?
  - c) What is your process for ensuring that other Manufacturers don't remove hard drives in your Equipment?
- 9) **Warranties:**

- a) Describe any additional warranties you offer on your Products.
- b) Have you ever encountered a situation in which a customer exercised the Lemon Clause? If so, please describe the situation in detail, and include the type(s) of Devices this affected and your resolution in ensuring customer satisfaction.

**10) Recycling and Trade-In Programs:**

- a) Do you offer a pickup program for end-of-life Devices? If so, please provide detail regarding the program and how customers can utilize it.
- b) Do you offer a used-cartridge trade-in allowance? If so, how does your program work?
- c) Describe your toner cartridge recycling program.

**11) Supply Management**

- a) Does your toner (or any other supplies) contain “smart chips,” any computer code, or any other design element that would disable the equipment or impair it in any way (i.e. exceeding an authorized number of copies, advancing the Device to a particular date or other numeral, etc.)?
- b) Can your Supplies be remanufactured by third-parties? What is your position on remanufactured ink cartridges?

**12) Managed Print Services:**

- a) How long has your organization been providing Managed Print Service solutions? Include any specialized training or experience that your organization or Key Personnel within your organization possess in your response.
- b) Describe in detail, what your organization’s free initial assessment consists of. How do you identify what the needs of the customer are so that you can provide a preliminary estimated cost savings and make recommendations on how to improve fleet efficiency?
- c) Describe how you calculate realistic cost savings for implementation of MPS.
- d) Describe your organization’s implementation strategy. The strategy should contain your approach to training, communication plans, and how continuous improvement and program management are collaboratively addressed.
- e) Describe your training approach to ensure that customers are well versed in how to maximize your Managed Print Services approach. You should include the types of training available (targeted, web-based, on-site, one-on-one etc.) in your response.
- f) How does your organization remain competitive in the managed print industry to improve efficiencies? How do those efficiencies transfer to your customers?

- g)** What is your experience with driving and communicating Change Management?
- h)** Describe your ability to provide and support asset lifecycle management.
- i)** Describe your ability to support cloud technology for print job management.
- j)** Describe your remote device monitoring services.
  - i)** Do you obtain meter reads automatically?
  - ii)** Do you have an automated toner replenishment program?
- k)** Describe how your proposed technology will guarantee security solutions such as: intrusion detection, user authentication, protecting content integrity, and pull printing.
- l)** How do you handle network and data security issues? What measures do you take to protect sensitive customer information?
- m)** Please describe how you will monitor and manage print devices to include:
  - i)** Network access.
  - ii)** Fleet configuration and utilization.
  - iii)** Management of customer owned or legacy equipment, including parts, labor, supplies, and moves.
  - iv)** On-going assessments, which shall include, but not be limited to: continuous process improvement, device utilization, fleet performance, cost saving opportunities, green spend, consumables spend, break/fix, and service level standards.

**13) Promotion of the NASPO ValuePoint Master Agreement**

- a)** Describe your company's experience working with contracting cooperatives.
- b)** Describe how you intend to market your Master Agreement.
- c)** Describe how you intend to encourage usage of your Master Agreement by Purchasing Entities.
- d)** Describe your approach to negotiation of Participating Addenda. Describe the extent to which you provide Participating Entities flexibility in incorporating entity-specific language into their Participating Addenda (e.g., do you require entities to provide statutory citations for their entity-specific language? Are you able to devote resources to simultaneous negotiation of multiple Participating Addenda?)

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## **Attachment G COST PROPOSAL INFORMATION AND INSTRUCTIONS**

Offeror must complete all required elements of this Cost Proposal. The format and structure of the Cost Proposal is intended to allow for a fair evaluation of like costs among Offerors. Deviation from the format or structure of this Cost Proposal may result in Offeror's proposal being deemed non-responsive.

Inclusion of cost or pricing information in any document other than this Cost Proposal (i.e. Attachments G-1 through G-7) may result in Offeror's proposal being deemed non-responsive.

The Group A through Group F Price Lists, as well as the MPS Price List, were created for evaluation purposes only and do not represent the full breadth of Offeror's Product line. Offeror should not submit additional product and price sheets with their Proposal, unless otherwise noted (refer to Section I below). Upon award of a Master Agreement, Offeror will be asked to submit their full Product offering (i.e. Group Price Lists, MPS Price List, Software Price List, Supply Price List etc.) to the Lead State. The format of those Price Lists will be discussed during Master Agreement negotiations.

Offeror is wholly responsible for ensuring figures and calculations submitted in Offeror's completed Cost Proposal are accurate, even if formulas have been provided by the Lead State as a courtesy.

Detailed instructions on how to fill out the Price Lists are located on the "Instructions" tab of each Price file.

Offeror must refer to **Attachment B, Scope of Work, Section I.H, Pricing**, for additional information not contained on the "Instructions" tab of the Price Lists, or in this Attachment G, prior to calculating their Proposal costs.

### **I. Pricing Requirements.**

- A.** All pricing must include a 0.25% NASPO ValuePoint Admin Fee charge. Do NOT increase your pricing by more than this amount. You will have the ability (after Award) to increase pricing to account for each State's Administrative Fee. This increase will not be universal, but rather, will be negotiated with each Participating State.
- B.** **With the exception of Group C**, pricing must include all shipping, delivery, and standard installation costs associated with the Products.
- C.** The proposed discount percentages for the Products listed on the 'Discount from MSRP' tab in the Group Price Lists, will apply to the Offeror's full catalog of approved Products.
- D.** The proposed lease and rental rates **must not** include property tax; however, Offeror may fill out the **% Increase for Property Tax** chart on the "Lease and Rental Rates" tab to indicate the percent increase to the Lease and Rental Rates if you plan to incorporate property tax into the monthly payment; otherwise, Offeror may choose to absorb the property tax or bill it to the Purchasing Entity when it comes due.

### **II. Submission Requirements.**

- A.** All models being proposed **MUST** be listed on Buyer's Lab at the time of Proposal submission.

**Request for Proposals for  
Multi-Function Devices and Related Software, Services and Cloud Solutions**



Issued by the **State of Colorado**  
**Solicitation Number: RFP-NP-23-001**

- B. Offeror must submit Product and pricing information as detailed in the Group Price Lists (**Attachments G-1 through G-6**) for each of the Groups being proposed. Offeror will not be eligible to receive an Award for any Group it does not submit Product and pricing information for, nor will the Offeror be able to add additional Groups to their Master Agreement at any time throughout the life of the Contract.
- C. **ONLY** Group A models are required to be OEM. Group B through Group F models may be Non-OEM.
- D. MSRP must be submitted with Offeror's Proposal. MSRP will be verified with Buyer's Lab. If the MSRP is not published on Buyer's Lab, then the Offeror must submit its List Price. The List Price must be verifiable and published on the Manufacturer's website at the time of Proposal submission. A URL link is not acceptable; Offeror must provide a printout of its List Price **which details the price of the applicable Device.**
- E. If responding to Group A, Group B and/or Group C, Offeror must provide a leasing option. Lease options for Group D, Group E, and Group F are encouraged, but not required.
- F. Offeror must submit 36, 48, and 60 month lease rates for FMV and \$1 Buyout Leases for Groups A, B, and C. 12, 18, and 24 month terms are optional. In addition, 72, 84, 96, 108 and 120-month lease and rental rates for Group C are also optional.
- G. Offeror must complete each Group Price List that they are submitting a response for, per the following guidelines :
  - 1) Offeror must submit pricing for **all Newly Manufactured Equipment that they offer in each Segment.** The same model may not be proposed in different Segments of either the same Group or different Groups.

*For example:* You are not permitted to propose the same model in Group A and again in Group C.

    - Failure to adhere to this requirement may result in all **Groups** with a duplicate model **being removed from Award consideration.**
    - In addition, the same model may not be listed under B&W and then again under Color/ B&W in the same Segment.
    - **Further, the same model may not be listed in different Segments within the same Group. If a model crosses speed Segments, then Offeror must select only ONE Segment to list that model in.**
  - 2) **Any Newly Manufactured Devices not listed in the applicable Group Price List will not be allowed to be sold under the Master Agreement at any time throughout the term of the Contract.**
- H. Proposed Devices must meet the requirements of **Section II.A.1, II.A.2 and II.A.3** in **Attachment B, Scope of Work.**
- I. Offerors are not permitted to submit Proposals for Remanufactured or Refurbished Equipment.
- J. Offeror must submit MPS pricing information as detailed in **Attachment G-7.** Offeror will not be eligible to receive an Award for MPS if they do not submit pricing for it, nor will the Offeror be able to add MPS to their Master Agreement at any time throughout the life of the Contract.







**NOTE: WITH THE EXCEPTION OF INSERTING ADDITIONAL COLUMNS AND ROWS TO ACCOUNT FOR PRODUCT OFFERINGS, THE FORMAT OF THIS WORKBOOK MUST NOT BE ALTERED.**

### INSTRUCTIONS FOR EACH TAB

#### MSRP List Price

1. List your Vendor Name in cell B1 (this name will automatically populate to all other tabs).
2. List every Newly Manufactured Device you offer in each Segment. Insert additional columns as necessary.
3. Insert the MSRP in the Base Unit column. This MSRP MUST match what is listed on Buyer's Lab. If the MSRP is not listed on Buyer's Lab, then insert the List Price. This List Price must be verifiable on the Manufacturer's website.
4. Insert the shipping charges (ONLY IF) the equipment is drop-shipped. If it is installed by a technician or you don't want to break out the drop-ship charges, then write "Included" in this cell. (SEE NOTE BELOW)
5. If you do not offer any models in a Segment, then write "N/A" under that Segment in both the Make and Model cells.
6. If you list a Device under a B&W Segment, do NOT list it again under the Color/B&W Segment. A B&W Segment is strictly for B&W Devices only, with no Color option.
7. If a pre-listed Accessory comes standard with the Base Unit, please write "standard" in the appropriate cell.
8. If a pre-listed Accessory does not come with the Device, write "N/A" in the appropriate cell. Do NOT delete the pre-listed Accessory.
9. List a maximum of top 20 Accessories (which must include the pre-listed options if applicable). For example: If you indicate that 5 of the pre-listed Accessories are "N/A", then you must list 5 other Accessories. The Accessories you choose (not including the pre-listed ones), must be the most common Accessories sold with the Device.
10. List a maximum of top 5 Connectivity/Security options (which must include the pre-listed options if applicable). If the pre-listed options come standard, then write "standard" in the appropriate cell. If a pre-listed option is not included, then write "N/A" in the appropriate cell. Do NOT delete pre-listed Connectivity/Security options. Do NOT include Software options.
11. List a maximum of top 5 Accessibility options.

**As noted in the RFP, this workbook is for Evaluation purposes only. Do NOT submit attachments with your additional Accessory, Connectivity, Security, Accessibility options etc.**

**Note: MSRP/List Price and Device offerings will be compared against Buyer's Lab or ~~and~~ Manufacturer's website or List Price Sheet. If you fail to list all Newly Manufactured Devices, then you will not be permitted to add them to the resulting Master Agreement at any time throughout the term of the Contract. If MSRP is listed with Buyer's Lab, then do NOT use your List Price. Failure to use Buyer's Lab pricing could result in the Device not being allowed under a resulting Master Agreement.**

**Note: Per Attachment G, Cost Proposal Information and Instructions, pricing must include all shipping, delivery, and installation costs associated with the Products. Therefore, the discount percentage should be calculated based on the incorporation of these charges. Do NOT alter the MSRP or List Price.**

#### Discount from MSRP

1. Provide the % discount off of MSRP or List Price for each Product in each Segment. Do NOT provide a separate discount for each Base Unit within the same Segment.
2. If you do not currently offer any Devices in a particular Segment, but you want to have the ability to offer Devices in that Segment later on, then you MUST still propose a discount for each Product in that Segment.
3. Do not change the name of the Product or add rows for additional Products. You must conform your Product line to fit within the classifications listed.
4. If you do not offer Third-Party Accessories, OEM Software, Third-Party Software, or Compatible Supplies, write "N/A" in each of the appropriate cells.

#### Service - Supplies Pricing

1. The Devices that you list on this tab MUST be the same Devices that you list on the 'MSRP List Price' tab (as again, this constitutes your full Product line for Group B). Insert additional columns if necessary.
2. You must provide a Zero Base Charge option. Fill out rows 12 - 17 for each model you have listed. Write "N/A" for anything that you do not offer.
3. You must provide a Flat Rate Fee option. Per the Scope of Work, this option must be available for all customers who purchase Equipment up-front.
4. You are not required to provide a Monthly Base Charge option, but if you offer this, you may include up to 3 different pricing structures. Fill out all cells and write "N/A" for anything you don't offer.
5. Indicate additional Service Coverage on a price per hour basis for each Service Zone. Refer to the RFP for Service Zone distances.
6. Indicate the cost for Service Calls that are not covered under the Maintenance Agreement.
7. If you charge an additional fee for maintenance or installation of an accessory, list the accessory as well as the fee per hour. If you don't charge per hour, indicate how you DO charge at the bottom of the worksheet.
8. List any additional End-User training you provide above and beyond the required one hour.
9. List your pricing for Equipment Moves in Zone 2 and Zone 3.
10. List your pricing for hard drive removal.
11. List any additional Services you offer and indicate how they are priced (i.e. per hour, per month etc.)

#### Lease and Rental Rates

1. Per the requirements in the RFP, you must provide rates for: 36, 48, and 60 month FMV and Capital Leases. 12, 18, and 24 month terms are optional.
2. Straight Lease, Short-Term Rental, and Cancellable Rental Rates are optional. Write "N/A" for any options you will not provide. If you don't submit rates with your proposal, you will not be able to provide these options later on.
3. You must list the Daily Treasury Yield Curve Rate (or similar index) that you used, and the date that rate was published (must be the most recent calendar quarter end date). In addition, you must indicate your fixed margin for each lease and rental type you are proposing, and in Question #1, explain how you determined your fixed margin for each lease and rental type, and in Question #2, describe your methodology (i.e. calculation) for determining your 48 month base rate.
4. If you do NOT plan on billing property tax separately, then indicate what percent you will increase your lease and rental rates by so that property tax is included in the monthly lease or rental payment amount.

**Note: Responses of "Rates are fixed throughout the term of the contract" or something to that effect, is not acceptable. You must provide the required information.**

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**NOTE: WITH THE EXCEPTION OF INSERTING ADDITIONAL COLUMNS AND ROWS TO ACCOUNT FOR PRODUCT OFFERINGS, THE FORMAT OF THIS WORKBOOK MUST NOT BE ALTERED.**

**INSTRUCTIONS FOR EACH TAB**

**MSRP List Price**

1. List your Vendor Name in cell B1 (this name will automatically populate to all other tabs).
2. List every Newly Manufactured Device you offer in each Segment. Insert additional columns as necessary.
3. Insert the MSRP in the Base Unit column. This MSRP MUST match what is listed on Buyer's Lab. If the MSRP is not listed on Buyer's Lab, then insert the List Price. This List Price must be verifiable on the Manufacturer's website.
4. If you do not offer any models in a Segment, then write "N/A" under that Segment in both the Make and Model cells.
5. If you list a Device under a B&W Segment, do NOT list it again under the Color/B&W Segment. A B&W Segment is strictly for B&W Devices only, with no Color option.
6. If a pre-listed Accessory comes standard with the Base Unit, please write "standard" in the appropriate cell.
7. If a pre-listed Accessory does not come with the Device, write "N/A" in the appropriate cell. Do NOT delete the pre-listed Accessory.
8. List a maximum of top 20 Accessories (which must include the pre-listed options if applicable). For example: if you indicate that 5 of the pre-listed Accessories are "N/A", then you must list 5 other Accessories. The Accessories you choose (not including the pre-listed ones), must be the most common Accessories sold with the Device.
9. List a maximum of top 5 Connectivity/Security options (which must include the pre-listed options if applicable). If the pre-listed options come standard, then write "standard" in the appropriate cell. If a pre-listed option is not included, then write "N/A" in the appropriate cell. Do NOT delete pre-listed Connectivity/Security options.
10. List a maximum of top 5 Accessibility options.

**As noted in the RFP, this Workbook is for Evaluation purposes only. Do NOT submit attachments with your additional Accessory, Connectivity, Security, Accessibility options etc.**

**Note:** MSRP/List Price and Device offerings will be compared against Buyer's Lab or end Manufacturer's website. If you fail to list all Newly Manufactured Devices, then you will not be permitted to add them to the resulting Master Agreement at any time throughout the term of the Contract. If MSRP is listed with Buyer's Lab, then do NOT use your List Price. Failure to use Buyer's Lab pricing could result in the Device not being allowed under a resulting Master Agreement.

**Note:** Per Attachment G, Cost Proposal Information and Instructions, pricing must include all shipping, delivery, and installation costs associated with the Products. Therefore, the discount percentage should be calculated based on the Incorporation of these charges. Do NOT alter the MSRP or List Price.

**Discount from MSRP**

1. Provide the % discount of MSRP or List Price for each Product in each Segment. Do NOT provide a separate discount for each Base Unit within the same Segment.
2. If you do not currently offer any Devices in a particular Segment, but you want to have the ability to offer Devices in that Segment later on, then you MUST still propose a discount for each Product in that Segment.
3. Do not change the name of the Product or add rows for additional Product. You must conform your Product line to fit within the classifications listed.
4. If you do not offer Third-Party Accessories, OEM Software, Third-Party Software, or Compatible Supplies, write "N/A" in each of the appropriate cells.

**Service - Supplies Pricing**

1. The Devices that you list on this tab MUST be the same Devices that you list on the "MSRP List Price" tab (as again, this constitutes your full Product line for Group C). Insert additional columns if necessary.
2. You must provide a Zero Base Charge option. Fill out rows 12 - 20 for each model you have listed. Write "N/A" for anything that you do not offer. In addition, if you will be billing 11 x 17" impressions as 2 clicks, you must indicate the cost per click rate ONLY (i.e. does not include supplies, parts or labor). You may also choose to offer one rate for ALL paper sites.
3. You must provide a Flat Rate Fee option. Per the Scope of Work, this option must be available for all customers who purchase Equipment up-front.
4. You are not required to provide a Monthly Base Charge option, but if you offer this, you may include up to 3 different pricing structures. Fill out all cells and write "N/A" for anything you don't offer.
5. Indicate additional Service Coverage on a price per hour basis for each Service Zone. Refer to the RFP for Service Zone distances.
6. Indicate the cost for Service Calls that are not covered under the Maintenance Agreement.
7. If you charge an additional fee for maintenance or installation of an accessory, list the accessory as well as the fee per hour. If you don't charge per hour, indicate how you DO charge at the bottom of the worksheet.
8. List any additional End-User training you provide above and beyond the required one hour.
9. List your pricing for Equipment Moves in Zone 2 and Zone 3.
10. List your pricing for hard drive removal.
11. List any additional Services you offer and indicate how they are priced (i.e. per hour, per month etc.)

**Lease and Rental Rates**

1. Per the requirements in the RFP, you must provide rates for: 36, 48, and 60 month FMV and \$1 Buyout leases. 12, 18, 24, 72, 84, 96, 108 and 120 month terms are optional.
2. Straight Lease, Short-Term Rental, and Cancellable Rental Rates are optional. Write "N/A" for any options you will not provide. If you don't submit rates with your proposal, you will not be able to provide these options later on.
3. You must list the Daily Treasury Yield Curve Rate (or similar index) that you used, and the date that rate was published (must be the most recent calendar quarter end date). In addition, you must indicate your fixed margin for each lease and rental type you are proposing, and in Question #1, explain how you determined your fixed margin for each lease and rental type, and in Question #2, describe your methodology (i.e. calculation) for determining your 48 month

base rate.

4. If you do NOT plan on billing property tax separately, then indicate what percent you will increase your lease and rental rates by so that property tax is included in the monthly lease or rental payment amount.

**Note:** Responses of "Rates are fixed throughout the term of the contract" or something to that effect, is not acceptable. You must provide the required information.



**NOTE: WITH THE EXCEPTION OF INSERTING ADDITIONAL COLUMNS AND ROWS TO ACCOUNT FOR PRODUCT OFFERINGS, THE FORMAT OF THIS WORKBOOK MUST NOT BE ALTERED.**

#### INSTRUCTIONS FOR EACH TAB

##### MSRP List Price

- List your Vendor Name in cell B1 (this name will automatically populate to all other tabs).
- List every Newly Manufactured Device you offer in each Segment. Insert additional columns as necessary.
- Insert the MSRP in the Base Unit column. This MSRP MUST match what is listed on Buyer's Lab. If the MSRP is not listed on Buyer's Lab, then insert the List Price. This List Price must be verifiable on the Manufacturer's website. Insert the shipping charges (ONLY IF) the equipment is drop-shipped. If it is installed by a technician or you don't want to break-out the drop-ship charges, then write "Included" in this cell. (SEE NOTE BELOW)
- If you do not offer any models in a Segment, then write "N/A" under that Segment in both the Make and Model cells.
- If you list a Device under a B&W Segment, do NOT list it again under the Color/B&W Segment. A B&W Segment is strictly for B&W Devices only, with no Color option.
- If a pre-listed Accessory comes standard with the Base Unit, please write "standard" in the appropriate cell.
- If a pre-listed Accessory does not come with the Device, write "N/A" in the appropriate cell. Do NOT delete the pre-listed Accessory.
- List a maximum of top 20 Accessories (which must include the pre-listed options if applicable). For example: If you indicate that 5 of the pre-listed Accessories are "N/A", then you must list 5 other Accessories. The Accessories you choose (not including the pre-listed ones), must be the most common Accessories sold with the Device.
- List a maximum of top 5 Connectivity/Security options (which must include the pre-listed options if applicable). If the pre-listed options come standard, then write "standard" in the appropriate cell. If a pre-listed option is not included, then write "N/A" in the appropriate cell. Do NOT delete pre-listed Connectivity/Security options. Do NOT include Software options.
- List a maximum of top 5 Accessibility options.

**As noted in the RFP, this Workbook is for Evaluation purposes only. Do NOT submit attachments with your additional Accessory, Connectivity, Security, Accessibility options etc.**

**Note: MSRP/List Price and Device offerings will be compared against Buyer's Lab or end Manufacturer's website or List Price Sheet. If you fail to list all Newly Manufactured Devices, then you will not be permitted to add them to the resulting Master Agreement at any time throughout the term of the Contract. If MSRP is listed with Buyer's Lab, then do NOT use your List Price. Failure to use Buyer's Lab pricing could result in the Device not being allowed under a resulting Master Agreement.**

**Note: Per Attachment G, Cost Proposal Information and Instructions, pricing must include all shipping, delivery, and installation costs associated with the Products. Therefore, the discount percentage should be calculated based on the incorporation of these charges. Do NOT alter the MSRP or List Price.**

##### Discount from MSRP

- Provide the % discount off of MSRP for each Product in each Segment. Do NOT provide a separate discount for each Base Unit within the same Segment.
- If you do not currently offer any Devices in a particular Segment, but you want to have the ability to offer Devices in that Segment later on, then you MUST still propose a discount for each Product in that Segment.
- Do not change the name of the Product or add rows for additional Products. You must conform your Product line to fit within the classifications listed.
- If you do not offer Third-Party Accessories, OEM Software, Third-Party Software, or Compatible Supplies, write "N/A" in each of the appropriate cells.

##### Service - Supplies Pricing

- The Devices that you list on this tab MUST be the same Devices that you list on the 'MSRP List Price' tab (as again, this constitutes your full Product line for Group D). Insert additional columns if necessary.
- You must provide a Zero Base Charge option. Fill out rows 12 - 17 for each model you have listed. Write "N/A" for anything that you do not offer.
- You must provide a Flat Rate Fee option. Per the Scope of Work, this option must be available for all customers who purchase Equipment up-front.
- You are not required to provide a Monthly Base Charge option, but if you offer this, you may include up to 3 different pricing structures. Fill out all cells and write "N/A" for anything you don't offer.
- Indicate additional Service Coverage on a price per hour basis for each Service Zone. Refer to the RFP for Service Zone distances.
- Indicate the cost for Service Calls that are not covered under the Maintenance Agreement.
- If you charge an additional fee for maintenance or installation of an accessory, list the accessory as well as the fee per hour. If you don't charge per hour, indicate how you DO charge at the bottom of the worksheet.
- List any additional End-User training you provide above and beyond the required one hour.
- List your pricing for Equipment Moves in Zone 2 and Zone 3.
- List your pricing for hard drive removal.
- List any additional Services you offer and indicate how they are priced (i.e. per hour, per month etc.)

##### Lease and Rental Rates

- You are not required to provide lease or rental rates for Group D Equipment.
- Write "N/A" for any options you will not provide. If you don't submit rates with your proposal, you will not be able to provide these options later on.
- If you do submit lease and/or rental rates, refer to the instructions in #4 below.
- You must list the Daily Treasury Yield Curve Rate (or similar index) that you used, and the date that rate was published (must be the most recent calendar quarter end date). In addition, you must indicate your fixed margin for each lease and rental type you are proposing, and in Question #1, explain how you determined your fixed margin for each lease and rental type, and in Question #2, describe your methodology (i.e. calculation) for determining your 48 month base rate (if you are offering a 48 month rate).
- If you do NOT plan on billing property tax separately, then indicate what percent you will increase your lease and rental rates by so that property tax is included in the monthly lease or rental payment amount.

**Note:** Responses of "Rates are fixed throughout the term of the contract" or something to that effect, is not acceptable. You must provide the required information.

ATTACHMENT G-5 - GROUP E PRICE LIST

**NOTE: WITH THE EXCEPTION OF INSERTING ADDITIONAL COLUMNS AND ROWS TO ACCOUNT FOR PRODUCT OFFERINGS, THE FORMAT OF THIS WORKBOOK MUST NOT BE ALTERED.**

**INSTRUCTIONS FOR EACH TAB**

**MSRP List Price**

- List your Vendor Name in cell B1 (this name will automatically populate to all other tabs).
- List every Newly Manufactured Device you offer in each Segment. Indicate the width of the Device for that Segment.
  - The Width must be between 24" and 44" OR 46" and higher.
- Insert the MSRP in the Base Unit column. This MSRP MUST match what is listed on Buyer's Lab. If the MSRP is not listed on Buyer's Lab, then insert the List Price. This List Price must be verifiable on the Manufacturer's website.
- If you do not offer any models in a Segment, then write "N/A" under that Segment in both the Make and Model cells.
- If you list a model under a B&W Segment, do NOT list it again under the Color/B&W Segment. A B&W Segment is strictly for B&W Devices only, with no Color option. In addition, do not list a model under the Office Segment (24" - 44") and then list the same model again under the Production Segment (46").
- If a pre-listed Accessory comes standard with the Base Unit, please write "standard" in the appropriate cell.
- If a pre-listed Accessory does not come with the Device, write "N/A" in the appropriate cell. Do NOT delete the pre-listed Accessory.
- List a maximum of top 20 Accessories (which must include the pre-listed options if applicable). For example: If you indicate that 5 of the pre-listed Accessories are "N/A", then you must list 5 other Accessories. The Accessories you choose (not including the pre-listed ones), must be the most common Accessories sold with the Device.
- List a maximum of top 5 Connectivity/Security options (which must include the pre-listed options if applicable). If the pre-listed options come standard, then write "standard" in the appropriate cell. If a pre-listed option is not included, then write "N/A" in the appropriate cell. Do NOT delete pre-listed Connectivity/Security options.

**As noted in the RFP, this Workbook is for Evaluation purposes only. Do NOT submit attachments with your additional Accessory, Connectivity, Security options etc.**

**Note: MSRP/List Price and Device offerings will be compared against Buyer's Lab or end Manufacturer's website. If you fail to list all Newly Manufactured Devices, then you will not be permitted to add them to the resulting Master Agreement at any time throughout the term of the Contract. If MSRP is listed with Buyer's Lab, then do NOT use your List Price. Failure to use Buyer's Lab pricing could result in the Device not being allowed under a resulting Master Agreement.**

**Note: Per Attachment G, Cost Proposal Information and Instructions, pricing must include all shipping, delivery, and installation costs associated with the Products. Therefore, the discount percentage should be calculated based on the incorporation of these charges. Do NOT alter the MSRP or List Price.**

**Discount from MSRP**

- Provide the % discount off of MSRP or List Price for each Product in each Segment. Do NOT provide a separate discount for each Base Unit within the same Segment.
- If you do not currently offer any Devices in a particular Segment, but you want to have the ability to offer Devices in that Segment later on, then you MUST still propose a discount for each Product in that Segment.
- Do not change the name of the Product or add rows for additional Products. You must conform your Product line to fit within the classifications listed.
- If you do not offer Third-Party Accessories, OEM Software, Third-Party Software, or Compatible Supplies, write "N/A" in each of the appropriate cells.

**Service - Supplies Pricing**

- The Devices that you list on this tab MUST be the same Devices that you list on the "MSRP List Price" tab (as again, this constitutes your full Product line for Group E). Insert additional columns if necessary.
- You must provide a Zero Base Charge/Flat Rate Fee option. Fill out rows 12 - 14 for each model you have listed. Write "N/A" for anything that you do not offer. Per the RFP, a Flat Rate Fee option must be available for all customers who purchase Equipment up-front.
- You are not required to provide a Monthly Base Charge option, but if you offer this, you may include up to 3 different pricing structures. Fill out all cells and write "N/A" for anything you don't offer.
- Indicate additional Service Coverage on a price per hour basis for each Service Zone. Refer to the RFP for Service Zone distances.
- Indicate the cost for Service Calls that are not covered under the Maintenance Agreement.
- If you charge an additional fee for maintenance or installation of an accessory, list the accessory as well as the fee per hour. If you don't charge per hour, indicate how you DO charge at the bottom of the worksheet.
- List any additional End-User training you provide above and beyond the required one hour.
- List your pricing for Equipment Moves in Zone 2 and Zone 3.
- List your pricing for hard drive removal.
- List any additional Services you offer and indicate how they are priced (i.e. per hour, per month etc.)

**Lease and Rental Rates**

- You are not required to provide lease or rental rates for Group E Equipment.
- Write "N/A" for any options you will not provide. If you don't submit rates with your proposal, you will not be able to provide these options later on.
- If you do submit lease and/or rental rates, refer to the instructions in #4 below.
- You must list the Daily Treasury Yield Curve Rate (or similar index) that you used, and the date that rate was published (must be the most recent calendar quarter end date). In addition, you must indicate your fixed margin for each lease and rental type you are proposing, and in Question #1, explain how you determined your fixed margin for each lease and rental type, and in Question #2, describe your methodology (i.e. calculation) for determining your 48 month base rate (if you are offering a 48 month rate).
- If you do NOT plan on billing property tax separately, then indicate what percent you will increase your lease and rental rates by so that property tax is included in the monthly lease or rental payment amount.

*Note: Responses of "Rates are fixed throughout the term of the contract" or something to that effect, is not acceptable. You must provide the required information.*

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ATTACHMENT G-6 - GROUP F PRICE LIST

**NOTE: WITH THE EXCEPTION OF INSERTING ADDITIONAL COLUMNS AND ROWS TO ACCOUNT FOR PRODUCT OFFERINGS, THE FORMAT OF THIS WORKBOOK MUST NOT BE ALTERED.**

**INSTRUCTIONS FOR EACH TAB**

**MSRP List Price**

1. List your Vendor Name in cell B1 (this name will automatically populate to all other tabs).
2. List every Newly Manufactured Device you offer in each Segment. Insert additional columns as necessary.
3. Insert the MSRP in the Base Unit column. This MSRP MUST match what is listed on Buyer's Lab. If the MSRP is not listed on Buyer's Lab, then insert the List Price. This List Price must be verifiable on the Manufacturer's website.
4. If you do not offer any models in a Segment, then write "N/A" under that Segment in both the Make and Model cells.
5. If you list a Device under a B&W Segment, do NOT list it again under the Color/B&W Segment. A B&W Segment is strictly for B&W Devices only, with no Color option.
6. If a pre-listed Accessory comes standard with the Base Unit, please write "standard" in the appropriate cell.
7. If a pre-listed Accessory does not come with the Device, write "N/A" in the appropriate cell. Do NOT delete the pre-listed Accessory.
8. List a maximum of top 20 Accessories (which must include the pre-listed options if applicable). For example: if you indicate that 5 of the pre-listed Accessories are "N/A", then you must list 5 other Accessories. The Accessories you choose (not including the pre-listed ones), must be the most common Accessories sold with the Device.
9. List a maximum of top 5 Connectivity/Security options (which must include the pre-listed options if applicable). If the pre-listed options come standard, then write "standard" in the appropriate cell. If a pre-listed option is not included, then write "N/A" in the appropriate cell. Do NOT delete pre-listed Connectivity/Security options.
10. List a maximum of top 5 Accessibility options.

**As noted in the RFP, this Workbook is for Evaluation purposes only. Do NOT submit attachments with your additional Accessory, Connectivity, Security, Accessibility options etc.**

**Note: MSRP/List Price and Device offerings will be compared against Buyer's Lab or ~~and~~ Manufacturer's website. If you fail to list all Newly Manufactured Devices, then you will not be permitted to add them to the resulting Master Agreement at any time throughout the term of the Contract. If MSRP is listed with Buyer's Lab, then do NOT use your List Price. Failure to use Buyer's Lab pricing could result in the Device not being allowed under a resulting Master Agreement.**

**Note: Per Attachment G, Cost Proposal Information and Instructions, pricing must include all shipping, delivery, and installation costs associated with the Products. Therefore, the discount percentage should be calculated based on the incorporation of these charges. Do NOT alter the MSRP or List Price.**

**Discount from MSRP**

1. Provide the % discount off of MSRP or List Price for each Product in each Segment. Do NOT provide a separate discount for each Base Unit within the same Segment.
2. If you do not currently offer any Devices in a particular Segment, but you want to have the ability to offer Devices in that Segment later on, then you MUST still propose a discount for each Product in that Segment.
3. Do not change the name of the Product or add rows for additional Products. You must conform your Product line to fit within the classifications listed.
4. If you do not offer Third-Party Accessories, OEM Software, or Compatible Supplies, write "N/A" in each of the appropriate cells.

**Service - Supplies Pricing**

1. The Devices that you list on this tab MUST be the same Devices that you list on the 'MSRP List Price' tab (as again, this constitutes your full Product line for Group F). Insert additional columns if necessary.
2. There are 7 Options for Maintenance Agreements. Please list all of the options you provide and insert additional Options as necessary.
3. You must insert a description of the maintenance plan, as well as the number of years the plan is for, the number of service calls allowed during the plan, the number of preventative maintenance checks allowed for that plan, and what the percent increase in the cost of the plan is for Rural and Remove Service Zones. You must also indicate either "yes" or "no" if the plan includes consumables. Indicate the price of the plan for each Device you have listed. If the plan includes options that are not listed, then insert them where indicated. Write "N/A" for any option you do not offer.
4. Indicate additional Service Coverage on a price per hour basis for each Service Zone. Refer to the RFP for Service Zone distances.
5. Indicate the cost for Service Calls that are not covered under the Maintenance Agreement.
6. If you charge an additional fee for maintenance or installation of an accessory, list the accessory as well as the fee per hour. If you don't charge per hour, indicate how you DO charge at the bottom of the worksheet.
7. List any additional End-User training you provide above and beyond the required one hour.
8. List your pricing for Equipment Moves in Zone 2 and Zone 3.
9. List your pricing for hard drive removal.
10. List any additional Services you offer and indicate how they are priced (i.e. per hour, per month etc.)

**Lease and Rental Rates**

1. You are not required to provide lease or rental rates for Group F Equipment.
2. Write "N/A" for any options you will not provide. If you don't submit rates with your proposal, you will not be able to provide these options later on.
3. If you do submit lease and/or rental rates, refer to the instructions in #4 below.
4. You must list the Daily Treasury Yield Curve Rate (or similar index) that you used, and the date that rate was published (must be the most recent calendar quarter end date). In addition, you must indicate your fixed margin for each lease and rental type you are proposing, and in Question #1, explain how you determined your fixed margin for each lease and rental type, and in Question #2, describe your methodology (i.e. calculation) for determining your 48 month

- base rate (if you are offering a 48 month rate).
5. If you do NOT plan on billing property tax separately, then indicate what percent you will increase your lease and rental rates by so that property tax is included in the monthly lease or rental payment amount.

**Note:** Responses of "Rates are fixed throughout the term of the contract" or something to that effect, is not acceptable. You must provide the required information.

ATTACHMENT G-7 - MPS PRICE LIST

INSTRUCTIONS

**Required MPS Pricing**

**NOTE: WITH THE EXCEPTION OF INSERTING ROWS TO ACCOUNT FOR ADDITIONAL SERVICES, THE FORMAT OF THIS WORKSHEET MUST NOT BE ALTERED.**

1. List your Vendor Name in cell B1.
2. Under 'Required MPS Components', provide a price per unit or hour (as indicated) for each of the four (4) MPS components. This price must encompass each of the services that make up that component.
3. If Implementation, Remote Device Monitoring, End-User Support, and Account Management include any other services than what is listed, insert a description where indicated.
4. Under 'Cost Per Click w/ OEM Supplies' list the rates for each of the 4 Device Types based on the PPM segments. If you do not offer Compatible Supplies, then you do NOT need to list rates under 'Cost Per Click w/Compatible Supplies.'
5. Under 'Additional Device Maintenance' indicate the percent increase in your Cost Per Click rate **OR** what your Hourly Service Rate would be if Wide/Large Format Equipment and Scanners were included in the customer's MPS fleet.

*Note: If you do not service either of these Devices, insert "N/A" into each of the 4 cells.*



**ATTACHMENT H**  
**SAMPLE MASTER AGREEMENT TERMS AND CONDITIONS**

**I. Definitions**

- 1.1 A3 MFD** - A Multi-function Device which is designed to handle letter, legal, ledger and some smaller paper sizes, such as postcards and envelopes.
- 1.2 A4 MFD** – A Multi-function Device which is designed to handle letter, legal and some smaller paper sizes, such as postcards and envelopes. Ledger size paper is NOT an option on this Device.
- 1.3 Acceptance** - 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 Device, unless the Purchasing Entity provides a written notice of rejection to Contractor, as set forth in Section IX of this Master Agreement.
- 1.4 Accessory** – A compatible item that is added to the Base Unit to enhance its capabilities and functions.
- 1.5 Authorized Dealer** – The Manufacturer’s authorized sales and Service center (also known as a Dealer, Distributor, or Partner) that must be certified by the Manufacturer to sell the Manufacturer’s Products, and perform machine installation and maintenance on Devices offered by the Manufacturer. A Purchasing Entity must be able to, at a minimum, visit the sales and service center to view and test Device.
- 1.6 Base Unit** - The copier, printer, Scanner, Large/Wide Format and Production Devices that include all standard Accessories and parts and excludes optional Accessories and/or software.
- 1.7 Blended Rate** - A rate that is derived by taking the b&w and color cost per click rates on one or more Devices and calculating one rate that a customer will be billed for all copies, regardless of Device type and b&w or color output. Allows for simplicity when billing copies run.
- 1.8 Bronze Standard** - Devices which meet less than 50% of the 28 optional EPEAT criteria.
- 1.9 Business Day** – Any day other than Saturday, Sunday, or a legal holiday.
- 1.10 Buyout to Keep** - The early termination option on an FMV or Capital Lease that involves the acquisition of the Device by the Purchasing Entity, and consists of any current and past due amount, plus the remaining stream of Device Payments.
- 1.11 Buyout to Return** - The early termination option on an FMV, Capital or Straight Lease that involves the return of the Device by the Purchasing Entity to Contractor, in good working condition (ordinary wear and tear excepted), and consists of any current and past due amounts, plus the remaining stream of Device Payments.

- 1.12 Cancellable Rental** - An agreement that is cancellable upon the Purchasing Entity providing the Contractor with a thirty (30) day written notice, and is subject to a maximum penalty of up to three (3) months of Total Monthly Payments. Device ownership is not an option.
- 1.13 Capital Lease** - For the purposes of this Master Agreement, a Capital Lease shall also be referred to as a \$1 Buyout Lease and title of the Device will automatically pass from the Contractor to the Purchasing Entity at the end of the Initial Lease Term, and the Purchasing Entity will not be subject to additional payments in order to assume ownership. However, it will be at the discretion of the Participating State or Entity as to whether other criteria will also be considered, such as a bargain purchase option, a lease term longer than 75% of the estimated economic life of the Device, or the present value of the lease payments is greater than 90% of the fair market value of the Device at the beginning of the Initial Lease Term, or any other legal requirements relating to a Capital Lease.
- 1.14 Contractor** - A party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.15 Cotermious** - Two or more leases or rentals that end at the same time. The original lease or rental payment is modified to reflect the addition of a new piece of Device or Accessory. The original term of the lease or rental is not modified as a result of a Cotermious addition.
- 1.16 Device** - The Base Unit, either with or without optional Accessories and/or software. May also be referred to as "Equipment."
- 1.17 Device Downtime** - The period of time that a Device is waiting for Service to be completed.
- 1.18 Device Payment** - The Device portion of the payment, less any Service, Supplies, and maintenance.
- 1.19 Device Trade-In** - An agreed upon transaction between the Purchasing Entity and Contractor, in which Contractor takes ownership of Purchasing Entity's owned Device, often for a discounted amount.
- 1.20 Device Upgrade or Downgrade** - A replacement of the Purchasing Entity's existing lease or rental Device, with a different piece of Device, of either greater or lesser value. A new lease or rental is then originated for the new piece of Device, with the remaining lease or rental payments on the old Device wrapped into it. The old lease or rental is closed out, and the Device is returned to Contractor.
- 1.21 Electronic Product Environmental Assessment Tool (EPEAT)** - A tool which evaluates and selects Device according to a list of preferred environmental attributes. EPEAT registered means Devices meet the 1680.2 IEEE Standard for Environmental Assessment of Imaging Device, as amended.
- 1.22 Energy Star** - The U.S. Environmental Protection Agency's standard for energy efficiency.
- 1.23 Fair Market Value (FMV) Lease** - A lease in which the Purchasing Entity can either 1) Take title to the Device at the end of the Initial Lease Term by paying the residual value to Contractor, 2) Enter into a Renewal Term for the Device, or 3) Return the Device to Contractor at the end of the Initial Lease Term.
- 1.24 Group** - The classification for the different types of Devices solicited in this RFP. Groups are determined by the Devices primary functions and/or capabilities.
- 1.25 Initial Lease or Rental Term** - The length of time (i.e. 12, 18, 24, 36, 48, or 60 months)

that a Purchasing Entity enters into a lease or rental agreement.

- 1.26 Intellectual Property** - Any and all 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.
- 1.27 Large/Wide Format Equipment** - A Device that prints on a large paper via a variety of output options.
- 1.28 Lead State** - The State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.29 Legacy Device** – A Device that was purchased, leased, or rented either under a prior NASPO ValuePoint or WSCA Master Agreement, another program, or via any other means.
- 1.30 Maintenance Agreement** - An agreement in which the Contractor provides monthly Service, parts, Supplies, and Preventative Maintenance on purchased, leased or rented Devices.
- 1.31 Managed Print Services (MPS)** - The management, service, and support of the Purchasing Entity’s entire enterprise and output infrastructure of printed materials, with the objective of creating a solution that improves the print process and reduces the expense of printed material.
- 1.32 Manufacturer** - A company that, as its primary business function, designs, assembles, and owns the trademark/patent and markets a Device. Also referred to as Offeror and Contractor.
- 1.33 Manufacturer’s Suggested Retail Price (MSRP)** - The list price or recommended retail price of a Product in which the Manufacturer recommends that the retailer sell the Product.
- 1.34 Master Agreement** - The underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.35 Multi-function Device (MFD)** - A Device which incorporates the functionality of multiple Devices into one, such as print, fax, copy and scan. Each feature can work independently of the other.
- 1.36 NASPO ValuePoint** - A division of the National Association of State Procurement Officials (“NASPO”), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.
- 1.37 Newly Manufactured** - Devices that have not been Refurbished, Remanufactured, rented, leased, sold, or used in a demonstration, and are currently being marketed by the Manufacturer.
- 1.38 Normal Business Hours** – Defined as the hours between 8AM and 5PM, Monday through Friday, holidays excluded.

- 1.39 Not Specifically Priced (NSP)** - NSP items enhance or compliment the Device but are not listed in the Master Agreement Price List(s). NSP's may include Coin-Op equipment, empowering software etc.
- 1.40 OEM** – The Original Equipment Manufacturer.
- 1.41 Order** - Any type of encumbrance document or commitment voucher, including, but not limited to, a purchase order, contract, MPS statement of work, Maintenance Agreement, lease agreement, rental agreement etc. used by a Purchasing Entity to order the Products and Services.
- 1.42 Participating Addendum** – A bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.43 Participating Entity** - A state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.44 Participating State** - A state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.45 Preventative Maintenance** - The servicing of a Device for the purpose of maintaining a satisfactory operating condition by providing systematic inspection, detection, and correction of failures either before they occur or before they develop into major defects.
- 1.46 Private Label** - Devices that are manufactured by one company and sold under a retailer's brand name.
- 1.47 Production Device** - A high-speed, high-quality printing Device that typically has advanced finishing functionality.
- 1.48 Product** – Devices, Accessories, parts, software, and/or Supplies provided by Contractor pursuant to the Master Agreement.
- 1.49 Purchasing Entity** - A state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.
- 1.50 Refurbished** - A Device which has received extensive maintenance and/or minor repair, including the replacement of all standard parts subject to wear during the normal course of use. For the purpose of this RFP and resulting Master Agreement(s), Refurbished Device shall not have more than 750,000 original copies on it. In addition, Refurbished Device must only contain OEM parts. Refurbished Device must be certified by the Manufacturer.
- 1.51 Remanufactured** - The process of disassembling Devices known to be worn or defective that can be reused or brought up to OEM specification by cleaning, repairing or replacing it in a manufacturing environment and then reassembling and testing it, so that it will operate like a new Device. Remanufactured Device must be certified by the Manufacturer.
- 1.52 Renewal Term** - A lease term that supersedes the Initial Lease Term, and which a Purchasing Entity may enter into upon thirty (30) days prior written notice to Contractor. Each Renewal Term shall not exceed 12 months, the residual value of the Device, or the Useful Life of the Device. Capital Leases are excluded from going into renewal.

- 1.53 **Response Time** - The time from when the original Service Call is placed with the Contractor or Authorized Dealer, to when the Service technician arrives at the Purchasing Entity's location.
- 1.54 **Scanner** - A Device that scans documents and converts it into digital data.
- 1.55 **Segment** - The various speeds that Devices are categorized by.
- 1.56 **Services** – The labor required to be performed by Contractor pursuant to the Master Agreement or an Order. Services may include, but are not limited to, maintenance, MPS and software installation.
- 1.57 **Service Base Location** - The place of business where the Contractor or Authorized Dealer stores parts and provides training for service technicians.
- 1.58 **Service Call** - An on-site Service technician visit due to Device error or malfunction.
- 1.59 **Short-Term Rental** - A type of agreement in which ownership is not an option and the maximum rental term does not exceed 18 months.
- 1.60 **Single-function Printer** - An inkjet or laser Device that only prints and is not capable of other functions such as copying, faxing or scanning.
- 1.61 **Straight Lease** - A type of agreement in which ownership is not an option and the Total Monthly Payment amount remains firm throughout the Initial Term.
- 1.62 **Supplemental Documents** – With the exception of software, end-user and click-wrap agreements, Contractor's Supplemental Documents are the only authorized documents under this Master Agreement are attached hereto as Attachment(s)  
\_\_\_\_\_.
- 1.63 **Supplies** - Consumable items that gets used up or are discarded once used, such as ink cartridges.
- 1.64 **Third Party** – A person or entity that may be directly involved, but is not a principal to an arrangement, contract, deal, lawsuit, or transaction.
- 1.65 **Total Monthly Payment** - The Device portion of the payment, as well as any Service, Supplies or maintenance, and less any applicable taxes.
- 1.66 **Useful Life** - Period during which a Device is expected to be usable for the purpose in which it was manufactured.

## II. Parties and Term of the Master Agreement

- 2.1 **Parties.** This Master Agreement is entered into by and between the State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office (hereinafter called the "Lead State"), and \_\_\_\_\_ (hereinafter called "Contractor"), for the procurement of \_\_\_\_\_ as approved per this Master Agreement, for the benefit of Participating States, Entity's, and Purchasing Entities. The Contractor and the Lead State agree to the terms and conditions contained herein.
- 2.2 **Initial Term.** The initial term of this Master Agreement is for two (2) years, with an effective date of August 1, 2024. The term of this Master Agreement may be amended beyond the initial term for up to three (3) consecutive one (1) year additional terms, upon the mutual agreement of the Lead State and Contractor, by written Amendment. The total duration of the Master Agreement, including any extensions, shall not exceed five (5) years.

- 2.3 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

### III. Order of Precedence

- 3.1 Order.** This Master Agreement will consist of the following documents:
- 3.1.1** A Participating Entity's Participating Addendum ("PA");
  - 3.1.2** NASPO ValuePoint Master Agreement, including all attachments hereto;
  - 3.1.3** An Order issued against the Master Agreement;
  - 3.1.4** The Solicitation, RFP-NP-23-001, Multi-Function Devices and Related Software, Services and Cloud Solutions; and
  - 3.1.5** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- 3.2 Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- 3.3 Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement, nor will it include Products and Services not awarded under the Master Agreement.

### IV. Participants and Scope

- 4.1 Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.2 Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.
- 4.3 Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective

State Chief Procurement Official.

- 4.4 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 4.5 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to [pa@naspovaluepoint.org](mailto:pa@naspovaluepoint.org) to support documentation of participation and posting in appropriate databases.
- 4.6 Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 4.7 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- 4.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.
- 4.9 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.
- 4.10 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

## V. NASPO ValuePoint Provisions

**5.1 Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

### 5.2 Administrative Fees

**5.2.1 NASPO ValuePoint Fee.** Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

**5.2.1.1** Contractor will report on all Usage Based Equipment sales, and on Usage Based or Life Cycle Service and Supply sales. This method will no longer require the Contractor to capture the actual Service and Supply revenues that are billed to the customer each month.

**5.2.1.2** Industry research has shown close to a 1:1 ratio between sales price on a piece of Equipment and the actual amount of Service and Supply costs required to operate that Equipment over its Useful Life. Therefore, to simplify the reporting process and remove the burden to capture the actual Service and Supply costs, the Contractor may report as follows:

**5.2.1.2.1 Purchased Equipment:** Contractor shall report the actual amount invoiced (less any taxes) for all Equipment sold under the reporting period (calendar quarter). In addition, the Contractor shall report an additional amount equal to the invoice amount and identified as "Life Cycle Service and Supplies," or an actual amount and identified as "Usage Based Service and Supplies," providing the customer elects to enter into a Maintenance Agreement. Thus, in the Contractor's Detailed Sales Report, for each item sold, there will be two-line items: one for the piece of Equipment, and one for the Life Cycle or Usage Based Service and Supplies. The amount reflected for the Life Cycle Service and Supplies must be equal to the amount of the Equipment.

**5.2.1.2.2 Lease and Rental Equipment:** Contractor may report sales according to the Purchased Equipment methodology described above, or they may report the actual amount invoiced (less any taxes) for the lease or rental during the reporting period (calendar quarter). In addition, the Contractor shall report an additional amount equal to the invoice amount and identified as "Life Cycle Service and Supplies," or an actual amount and identified as "Usage Based Service and Supplies." Thus, in the Contractor's Detailed Sales Report, for each item leased or rented, there will be two-line items: one for the invoice amount to the customer for the Equipment, and one for the Life Cycle or Usage Based Service and Supplies.

The amount reflected for the Life Cycle Service and Supplies must be equal to the amount of the invoiced Equipment.

**5.2.2 State Imposed Fees.** Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

### **5.3 NASPO ValuePoint Summary and Detailed Usage Reports**

**5.3.1 Sales Data Reporting.** In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum (“Sales Data”). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

**5.3.2 Summary Sales Data.** “Summary Sales Data” is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

**5.3.3 Detailed Sales Data.** “Detailed Sales Data” is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

**5.3.4 Sales Data Crosswalks.** Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data (“Crosswalks”). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor’s part number or SKU for each Product in Offeror’s catalog and identify

for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

**5.3.5 Executive Summary.** Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

#### **5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review**

**5.4.1 Staff Education.** Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

**5.4.2 Onboarding Plan.** Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

**5.4.3 Annual Contract Performance Review.** Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

**5.4.4 Use of NASPO ValuePoint Logo.** The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

**5.4.5 Most Favored Customer.** Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

**5.5 Cancellation.** In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master

Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

- 5.6 Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.
- 5.7 Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

## VI. Pricing, Payment & Leasing

- 6.1 Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed ("ceiling") price to any Purchasing Entity.
- 6.1.1** All prices and rates must be guaranteed **through July 31, 2025. ~~for the initial term of the Master Agreement.~~**
- 6.1.2** No retroactive adjustments to prices or rates will be allowed.
- 6.2 Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.
- 6.3 Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. **Exhibit A, Statement of Work**, contains Leasing and Rental provisions; however, it shall be at the discretion of each Participating State or Entity to accept these terms, reject these terms, or further negotiate the terms with the Contractor.

## VII. Ordering

- 7.1 Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 7.2 Quotes.** Purchasing Entities may define entity-specific or project-specific requirements

and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.

**7.3 Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

**7.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

**7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.

**7.5.1** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.

**7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

**7.5.3** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

**7.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement’s terms.

**7.5.5** Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

**7.6 Order Form Requirements.** ~~At the discretion of the Participating State or Entity, all Orders pursuant to this Master Agreement, may contain the following: at a minimum, must include:~~

**7.6.1** Name of Purchasing Entity;

**7.6.2** The name, phone number, and address of Purchasing Entity representative;

**7.6.3** Order date;

**7.6.4** Description of the Product and/or Service ordered;

**7.6.5** Model number;

~~7.6.6 Serial number;~~

7.6.7 Price;

7.6.8 The Master Agreement number; and

7.6.9 Any additional information required by the Participating State or Entity.

- 7.7 Contractor shall have the ability to accept procurement credit cards, and will not assess any additional charges or fees for processing payments via this method.
- 7.8 At the discretion of the Participating State or Entity, Contractor shall have the ability to provide a centralized billing option.
- 7.9 Authorized Dealers shall have the ability to invoice a Purchasing Entity directly, unless otherwise specified by a Participating State or Entity.
- 7.10 Contractor and/or Authorized Dealers shall not issue an invoice until the Purchasing Entity has confirmed Acceptance, per **Section IX**.
- 7.11 Contractor and/or Authorized Dealers may charge the Purchasing Entity a re-stocking fee for any Products that are not accepted. The amount of the fee shall be the lesser of 10% of the purchase price, or \$200.00, unless otherwise specified in a Participating Addendum.
- 7.12 Contractor and/or Authorized Dealers may estimate meter reads if a Purchasing Entity fails to submit the required information within the specified time-frame.
- 7.13 All software Orders shall reference the Manufacturer's most recent release or version of the Product, unless the Purchasing Entity specifically requests a different version.
- 7.14 Contractor and/or Authorized Dealers may bill property tax separately or as otherwise indicated in a Participating Addendum or an Order.
- 7.15 Contractor and/or Authorized Dealers shall have a process in place for resolving disputed invoices, including escalation procedures. In addition, Contractor and/or Authorized Dealers shall have a process in place for issuing refunds or credits due to invoicing errors, as well as over-payments and Product returns.
- 7.16 **Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- 7.17 **Substitutions.** If an ordered Product is out-of-stock, Contractor shall notify the Purchasing Entity and request approval before substituting for the out-of-stock item. Contractor's request to substitute shall explain how the substituted Product compares with the out-of-stock item. Any substitute Product offered must be on the Contractor's Master Agreement Price List.
- 7.18 **Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

## VIII. Shipping and Delivery

- 8.1 Shipping Terms.** With the exception of Group C and Sub-Groups C1 and C2 Devices, all Products must be shipped F.O.B. destination, freight pre-paid by the Contractor, to the Purchasing Entity's specified location, unless otherwise indicated in a Participating Addendum. Group C and Sub-Groups C1 and C2 shipping charges shall be quoted to the Purchasing Entity prior to Order confirmation.
- 8.1.1** Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- 8.2 Available Products.** Devices that are in-stock or otherwise not subject to supply-chain shortages or issues, shall be delivered within thirty (30) calendar days after receipt of Order, unless otherwise specified by the Purchasing Entity.
- 8.3 Required Updates.** Contractor shall provide a minimum of bi-monthly updates to the Purchasing Entity regarding the status of all Devices that are, or will be expected to go, on backorder.
- 8.4 Delivery Days and Receiving Hours.** All deliveries shall be made during Normal Business Hours, which may vary for each Purchasing Entity of each Participating State. The Purchasing Entity shall not be responsible should the Contractor fail to observe specific delivery days and receiving hours. The delivery days and delivery hours shall be established by each individual Purchasing Entity upon Order placement.
- 8.5 Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 8.6 Inside Deliveries.** All deliveries, with the exception of drop-shipped or desktop Devices, shall be made to the interior location specified by the Purchasing Entity. Specific delivery instructions will be noted on the Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.
- 8.7 Packaging.** Products shall be packaged and labeled so as to satisfy all legal and commercial requirements applicable for use by any Purchasing Entity, and shall include, without limitation and if applicable, OSHA material safety data sheets, and shall conform to all statements made on the label. Packages that cannot be clearly identified may be refused and/or returned at no cost to the Purchasing Entity.

## **IX. Inspection and Acceptance**

- 9.1 Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- 9.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3** Purchasing Entity shall confirm delivery, installation and Acceptance of all Devices covered by each purchase, lease, or rental Order, by signing a Delivery and Acceptance

Certificate (D&A), as referenced in \_\_\_\_\_, **Sample D&A Certificate**, which shows Acceptance of the Device(s) and allows Contractor to invoice for the Products(s).

- 9.4** Purchasing Entity agrees to sign and return the D&A to Contractor (which, at mutual agreement, may be done electronically) within five (5) Business Days after any Device is installed, or as otherwise stated in a Participating Addendum.
- 9.5** Failure to sign the D&A or reject the Device(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity; however, it does not relieve the Contractor of liability for material (nonconformity that substantially impairs value) defects subsequently revealed when Products are put to use. Acceptance of such Devices may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor shall be liable for any resulting expense incurred by the Purchasing Entity in relation to the preparation and shipping of Devices(s) rejected and returned, or for which Acceptance is revoked.
- 9.6** **Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.
- 9.6.1** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.
- 9.6.2** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- 9.7** **Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.
- 9.8** **Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.
- 9.8.1** The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.
- 9.8.2** If the Product does not meet the standard of performance or specifications 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 is met.
- 9.8.3** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or

specifications, 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.

**9.8.4** Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.

**9.8.5** No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

## **X. Warranty**

**10.1 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.

**10.2** The warranty period shall begin upon Acceptance of the Deliverables, and shall be for a minimum of ninety (90) days for purchase, lease and rental Devices. This warranty shall be extended to all Devices acquired under the Master Agreement, including Remanufactured and/or Refurbished Devices.

**10.3** Devices that are sold under the resulting Master Agreement will come with the standard features as published on the Manufacturers website, and will not deviate from the stated specifications.

**10.4** Devices shall be in good working order, free from any defects in material and workmanship, and fit for the ordinary purposes they are intended to serve.

**10.5** If defects are identified, per mutual agreement of Contractor and the Purchasing Entity, Contractor obligations shall be limited solely to the repair or replacement of Devices proven to be defective upon inspection.

**10.6** Replacement of Devices shall be on a like-for-like basis and shall be at no cost to the Purchasing Entity.

**10.7** Repair of defective parts and/or Devices shall be at no cost to the Purchasing Entity.

**10.8** Upon significant failure of a Device, the warranty period shall commence again for a minimum of ninety (90) days. Significant failure shall be determined by the Participating State.

**10.9** Contractor warranty obligations shall not apply if:

**10.9.1** The Device is installed, wired, modified, altered, or serviced by anyone other than Contractor and/or their Authorized Dealer;

**10.9.2** If a defective or non-authorized Accessory, Supply, software, or part is attached to, or used in the Device; and

**10.9.3** The Device is relocated to any place where Contractor Services are not available.

**10.10** Contractor agrees to perform its Services in a professional manner, consistent with applicable industry standards.

**10.11** It will be at the discretion of each Participating State or Entity to negotiate additional warranty requirements with the Contractor.

## **10.12 Lemon Clause**

- 10.12.1** This clause shall apply to all Devices that are purchased, leased, or rented under the Contractor's Master Agreement.
- 10.12.2** This clause shall not apply if Supplies are used in the Devices that were not manufactured, provided, or authorized by the Contractor.
- 10.12.3** The application period is thirty-six (36) months from the date of Acceptance.
- 10.12.4** This clause shall take precedence over any other warranty or Services clauses associated with the Contractor's Master Agreement, or as specified by a Participating State or Entity in their Participating Addendum.
- 10.12.5** A Purchasing Entity must maintain an uninterrupted Maintenance Agreement on all purchased Devices in order for this clause to apply past the initial ninety (90) day warranty.
- 10.12.6** Any Device that fails (except due to operator error) to function in accordance with the Manufacturer's published performance specifications, four (4) times in any four (4) week period and/or is subject to recurring related problems, shall be replaced with a new Device that meets or exceeds the requirements of the original Device, at no cost to the Purchasing Entity.

**10.13 Rights Reserved.** 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.

## **XI. Product Title**

- 11.1 Conveyance of Title.** Contractor shall have exclusive title to the Devices being delivered and the Devices shall be free and clear of all liens, encumbrances, and security interests. Title to the Device shall only pass to the Purchasing Entity upon:
  - 11.1.1** Purchasing Entity up-front purchase of the Device;
  - 11.1.2** Purchasing Entity exercising the purchase option at the end of an FMV Lease;
  - 11.1.3** Upon expiration of a Purchasing Entity's Capital Lease; or
  - 11.1.4** Purchasing Entity has secured Third Party financing and payment is being made directly to the Contractor by the Purchasing Entity.
- 11.2** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.
- 11.3 Embedded Software.** Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.
- 11.4 License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this

Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

## **XII. Indemnification**

**12.1 General Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

**12.2 Intellectual Property Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("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 or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

**12.2.1** The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

**12.2.1.1** provided by the Contractor or the Contractor's subsidiaries or affiliates;

**12.2.1.2** specified by the Contractor to work with the Product;

**12.2.1.3** reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or;

**12.2.1.4** reasonably expected to be used in combination with the Product, system or method.

**12.2.2** 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 the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

**12.2.3** The Indemnified Party shall furnish, at the Contractor's reasonable request and 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 the Intellectual Property Claim 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.

- 12.2.4** Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

### **XIII. Insurance**

- 13.1** Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option; result in termination of its Participating Addendum.
- 13.2** Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:
- 13.2.1 Commercial General Liability** covering premises operations, Independent Contractors, Products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence, \$2 million general aggregate, \$2 million Products and completed operations aggregate and \$50,000 and any one fire. If any aggregate limit is reduced below \$2,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the Participating Entity, a certificate or other document satisfactory to the Participating Entity, showing compliance with this provision.
- 13.2.2 Cyber Liability** covering claims and losses with respect to network, internet (Cloud) or other data disclosure risks (such as data breaches, releases of Confidential Information, unauthorized access/use of information, and identity theft) with minimum limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 13.2.3** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- 13.2.4 Automobile Liability** covering any auto (including owned, hired and non-owned), with a minimum limit of \$1,000,000 each accident combined single limit.
- 13.3** Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that the insurer not revoke them until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.
- 13.4** 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:
- 13.4.1** Names the Participating States identified in the Request for Proposal as additional insured's, and;

- 13.4.2** 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.
- 13.5** Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within seven (7) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within fifteen (15) days after any renewal date. These certificates of insurance must expressly indicate compliance with each insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- 13.6** Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Order.
- 13.7 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- 13.8 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- 13.9 Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- 13.10 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

#### **XIV. General Provision**

## **14.1 Records Administration and Audit**

- 14.1.1** 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 will 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 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 will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
- 14.1.2** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.
- 14.1.3** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

## **14.2 Confidentiality, Non-Disclosure, and Injunctive Relief**

- 14.2.1 Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.
- 14.2.1.1** Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").
- 14.2.1.2** Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.
- 14.2.1.3** Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the

obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

- 14.2.2 Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.
- 14.2.2.1** Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.
- 14.2.2.2** Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.
- 14.2.2.3** Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.
- 14.2.2.4** Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.
- 14.2.3 Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.
- 14.2.4 Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.
- 14.2.5 NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's

Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

**14.2.6 Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

### **14.3 Assignment/Subcontracts**

**14.3.1** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

**14.3.2** The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

**14.4 Changes in Contractor Representation.** The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

**14.5 Independent Contractor.** Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

**14.6 Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

**14.7 Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, ~~or~~ acts of war which are beyond that party's reasonable control, **pandemics, or epidemics that would negatively impact supply chain distribution**. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

## **14.8 Defaults and Remedies**

- 14.8.1** The occurrence of any of the following events will be an event of default under this Master Agreement:
- 14.8.1.1** Nonperformance of contractual requirements;
  - 14.8.1.2** A material breach of any term or condition of this Master Agreement;
  - 14.8.1.3** Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;
  - 14.8.1.4** Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
  - 14.8.1.5** Any default specified in another section of this Master Agreement.
- 14.8.2** Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
- 14.8.3** If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:
- 14.8.3.1** Any remedy provided by law;
  - 14.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;
  - 14.8.3.3** Assessment of liquidated damages as provided in this Master Agreement;
  - 14.8.3.4** Suspension of Contractor from being able to respond to future bid solicitations;
  - 14.8.3.5** Suspension of Contractor's performance; and
  - 14.8.3.6** Withholding of payment until the default is remedied.
- 14.8.4** Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and

remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

**14.9 Waiver of Breach.** Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

**14.10 Debarment.** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

#### **14.11 No Waiver of Sovereign Immunity**

**14.11.1** In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

**14.11.2** This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

#### **14.12 Governing Law and Venue**

**14.12.1** The laws of the Lead State shall govern the construction and effect of this Master Agreement. Venue for any administrative or judicial action relating to this Master Agreement shall be in the City and County of Denver, Colorado.

**14.12.2** The construction and effect of any Participating Addendum or Order against this Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

**14.12.3** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): The Lead State for claims relating to the procurement, evaluation, award, or Contract performance or administration if the Lead State

is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

**14.13 Assignment of Antitrust Rights.** Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

**14.14 Survivability.** Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

## **Attachment I**

### **PROPOSED MODIFICATIONS TO SAMPLE MASTER AGREEMENT**

The Lead State may, but is not obligated to, consider proposed modifications to **Attachment H, Sample Master Agreement**.

Provisions of the Sample Master Agreement that are generally inapplicable to, incompatible with, or unsuitable for the subject of this RFP should be brought to the attention of the Lead State using the process described in this RFP for asking questions and will be addressed only at the sole discretion of the Lead State.

Offeror-specific modifications to the Sample Master Agreement may be proposed as part of Offeror's proposal in this attachment but are **strongly discouraged**. The quantity, breadth, and nature of modifications proposed by Offeror may be considered in the Lead State's evaluation of Offeror's proposal and of its risks, costs, and benefits to the Lead State and potential Participating Entities and Purchasing Entities. Proposing excessive or overly restrictive modifications, or proposing modifications upon which Offeror's proposal is conditioned, may result in Offeror's proposal being deemed non-responsive.

**Offeror's Proposed Modifications.** (Check one of the below)

- Offeror has no proposed modifications to Attachment H, Sample Master Agreement.
- Offeror proposes the modifications set forth in the table below and **will submit with Offeror's proposal a redlined copy of Attachment H, Sample Master Agreement** incorporating each proposed modification. Offeror understands, acknowledges, and agrees to comply with the following:
  - The following may not be considered by the Lead State:
    - Any proposed modification not submitted in this attachment;
    - Any proposed modification not accompanied by an explanation as required in this attachment;
    - Any proposed modification not reflected in redlined edits to the Sample Master Agreement and submitted with Offeror's proposal; and
    - Any proposed modification merely referencing another document or a URL.
  - Offerors may propose additional terms but must include them in this attachment and must clearly identify where any terms conflict with the Sample Master Agreement.
  - In the table below, Offeror must list the page number and Section of the Master Agreement which contains the proposed redlines. In addition, Offeror must provide an explanation for their proposed changes.

**Request for Proposals for  
Multi-Function Devices and Related Software, Services and Cloud Solutions**



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**Solicitation Number: RFP-NP-23-001**

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Sample Master Agreement Page Number	Sample Master Agreement Section Number	Reason for proposed changes

[Add additional rows as needed.]



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**Solicitation Number: RFP-NP-23-001**

## Attachment J POTENTIAL PARTICIPATION

The states below have requested to be named in this RFP as potential participants in the resulting Master Agreement(s). This list neither guarantees execution of a Participating Addendum by an Interested State nor precludes execution of a Participating Addendum by any state or entity not identified as an Interested State.

Interested States	Reported Estimated Annual Volume	Sample Participating Addendum Terms and Conditions
Colorado	\$14,650,000	Not Included
California	\$8,157,272	Page 2
Connecticut	\$326,825	Page 4
Florida	\$14,400,000	Not Provided
Hawaii	8,848,563	Page 5
Illinois	Not Available	Page 6
Iowa	Not Reported	Not Provided
Maine	\$2,362,406	Not Provided
Massachusetts	\$41,215,713	Page 7
Minnesota	\$125,000	Not Provided
Missouri	\$12,644,386	Not Provided
Nevada	\$12,000,000	Not Provided
<b>New Jersey</b>	<b>\$39,085,304</b>	<b>Page 8</b>
New Mexico	Not Reported	Not Provided
North Dakota	\$4,731,000	Not Provided
South Dakota	\$3,000,000	Not Provided
Vermont	\$25,000,000	Page <b>8 9</b>
Washington	\$13,111,625	Page <b>9 10</b>
Wisconsin	\$15,768,700	Not Provided

**TOTAL ESTIMATED ANNUAL VOLUME FROM INTERESTED STATES: \$139,206,140 \$178,291,444**

The Estimated Annual Volume above aggregates usage estimates, self-reported by the Interested States, which may be based on any factor considered relevant by each Interested State, including historical usage and anticipated future usage. No minimum or maximum level of sales volume is guaranteed or implied.

Some Interested States have also provided state-specific terms and conditions, included in this attachment, that may apply to a Participating Addendum executed with an Offeror awarded a Master Agreement through this RFP. These terms and conditions are being provided for informational purposes only and will not be incorporated into the Master Agreement or addressed or negotiated by the Lead State. Participation and the terms and conditions applicable to each Participating Entity will be determined by the Participating Entity following negotiation of a Participating Addendum with a Contractor.

### **State of California – Additional Terms**

Terms and conditions listed below will be incorporated and made a part of California Participating Addenda. The State of California reserves the right to add additional terms and conditions to individual Participating Addenda.

#### **A. Terms**

- 1) General Provisions – Information Technology (GSPD-401IT) effective 06/21/2022. This document can be viewed on the [DGS Procurement Division website](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts) (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts).
- 2) Cloud Computing Software as a Service (SaaS) General Provisions effective 06/21/2022. This document can be viewed on the [DGS Procurement Division website](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts) (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts).
- 3) Cloud Computing Special Provisions for Software as a Service (SaaS) effective 03/15/2018. This document can be viewed on the [DGS Procurement Division website](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts) (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts).

#### **B. Administrative Fee**

- 1) Contractor is required to remit to DGS an administrative fee amount equal to 1.25% of the sales for the quarterly reporting period less freight, taxes, returned products and credits. (For example, if the net sales for the reporting quarter totals \$100,000.00, the incentive fee due to DGS would be \$1,250.00.)
- 2) The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.
- 3) The administrative fee shall not be invoiced or charged to the ordering agency.
- 4) Payment of the administrative fee is due irrespective of payment status from ordering agencies.
- 5) Payment may be made in the form of an electronic payment using the [LPA Payment Portal website](https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal) (https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal) or by submitting a check payable to the State of California, Department of General Services.
- 6) Administrative fee payments made by check must include the Participating

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**Solicitation Number: RFP-NP-23-001**

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Addendum Number on the check and be submitted to the following address:

Department of General Services  
Procurement Division  
Attn: MAPS Payment Processing  
707 Third Street, 2nd Floor  
West Sacramento, CA 95605

7) Administrative fee payments are due for each quarter as follows:

<b>Reporting Period</b>	<b>Due Date</b>
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

8) Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of the Participating Addendum.

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**Solicitation Number: RFP-NP-23-001**

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## **State of Connecticut – Participating Addendum**



Participating  
Addendum for NASPC

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**Solicitation Number: RFP-NP-23-001**

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## **State of Hawaii – Participating Addendum**



Hawaii AG T&C.pdf



Hawaii PA  
Template.pdf

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**Solicitation Number: RFP-NP-23-001**

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## **State of Illinois – Specific Terms and Conditions Cooperative Participation**

1. This participating agreement executed by the State of Illinois may be designated as available to all or certain governmental units and/or qualifying not for profit agencies. “Governmental unit” means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code (30 ILCS 500/), officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute. 30ILCS 525/.
2. In no event will the total term of any participating agreement, including the initial term and any extensions or amendments, exceed ten (10) years.
3. This participating agreement and all related public records maintained by, provided to, or required to be provided to the State, are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
4. Any participating agreement executed by the State of Illinois is contingent upon and subject to the availability of funds. The State of Illinois, at its sole option, may terminate or suspend any participating agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the Federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor of Illinois decreases the Agency’s funding by reserving some or all of the Agency’s appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Vendor will be notified in writing of the failure of appropriation or of a reduction or decrease.
5. Any claim against any State of Illinois, any State of Illinois agency as defined in Section 1-15.100 of the Illinois Procurement Code (30 ILCS 500/), or officers of the State of Illinois arising out of any participating agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor’s sole remedy for late payments by the State of Illinois. Payment terms contained in Vendor’s invoices shall have no force or effect. The State of Illinois shall not enter into binding arbitration to resolve any dispute arising out of any participating agreement. The State of Illinois does not waive sovereign immunity.
6. Illinois may further evaluate the lead entity’s awarded contracts to make best value determinations.
7. Registration in the Illinois Procurement Gateway is required before a participating agreement with the State of Illinois may be executed. For information on registration, please visit [www.ipg.vendorreg.com](http://www.ipg.vendorreg.com).
8. Registration in BidBuy is required before a contract with the State of Illinois can be executed. For information on registration, please see the BidBuy [Vendor Registration Manual](#).
9. Any vendor with a participating agreement may be required to meet an Illinois Business Enterprise Program goal (30 ILCS 575/).
10. Any vendor with a participating agreement may be required to meet a contracting goal with Illinois small businesses (30 ILCS 500/45-90).

State of Illinois Chief Procurement Office General Services  
Unified Procurement Program (UPP) 1  
Illinois Specific Terms and Conditions for Cooperative Participations v.21.1

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**Solicitation Number: RFP-NP-23-001**

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## **State of Massachusetts – Participating Addendum**



ITC80 Participating  
Addendum -Massachi

**Request for Proposals for  
Multi-Function Devices and Related Software, Services and Cloud Solutions**



Issued by the **State of Colorado**  
**Solicitation Number: RFP-NP-23-001**

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**State of New Jersey – Standard Terms and Conditions**



State of New Jersey  
Standard Terms and C

## **State of Vermont – Terms and Conditions**



Vermont - Terms and  
Conditions.pdf

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**Solicitation Number: RFP-NP-23-001**

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## **State of Washington – Participating Addendum**



Washington NASPO  
PA Template.docx

## Attachment K PROPOSAL CHECKLIST

<b>DOCUMENT HARD-COPY SUBMISSION</b>		
<b>Folder 1: Administrative Documents</b>		<b>Completed (indicate with √ or "N/A")</b>
<b>Section 1.1</b>	Proposal Checklist (Attachment K)	
<b>Section 1.2</b>	Claim of Business Confidentiality (Attachment D)	
<b>Section 1.3</b>	Offeror Information, Acknowledgements, and Certifications (Attachment E)	
<b>Section 1.4</b>	W-9 Request for Taxpayer Identification Number and Certification (Attachment E-1)	
<b>Section 1.5</b>	Redlined copy of Sample Master Agreement (Attachment H)	
<b>Section 1.6</b>	Proposed Modifications to Sample Master Agreement (Attachment I)	
<b>Folder 2: Technical Response</b>		
<b>Section 2.1</b>	Technical Response Worksheet (Attachment F)	
<b>Section 2.2</b>	Technical Response Exhibits:	
	Sample Dealer Training Plan or Information Sheet	
	Sample Report of SLA Data	
	Copy of Organization's SLA	
	Copy of Organization's Data Breach Plan	
<b>Folder 3: Cost Response</b>		
<b>Section 3.1</b>	Group A Price List (Attachment G-1)	
<b>Section 3.2</b>	Group B Price List (Attachment G-2)	
<b>Section 3.3</b>	Group C Price List (Attachment G-3)	
<b>Section 3.4</b>	Group D Price List (Attachment G-4)	
<b>Section 3.5</b>	Group E Price List (Attachment G-5)	
<b>Section 3.6</b>	Group F Price List (Attachment G-6)	
<b>Section 3.7</b>	MPS Price List (Attachment G-7)	
<b>Folder 4: Supplemental Documents</b>		
<b>Folder 5: Copy of Redacted Proposal (if applicable)</b>		

**AUTHORIZED DEALERS BY STATE**  
**MULTI-FUNCTION DEVICES AND RELATED SOFTWARE, SERVICES AND SOLUTIONS**  
RFP-NP-23-001

VENDOR NAME:

States	Dealer Representation (put an "x" if yes)	Number of Dealers
Alabama		
Alaska		
Arizona		
Arkansas		
California		
Colorado		
Connecticut		
Delaware		
Florida		
Georgia		
Hawaii		
Idaho		
Illinois		
Indiana		
Iowa		
Kansas		
Kentucky		
Louisiana		
Maine		
Maryland		
Massachusetts		
Michigan		
Minnesota		
Mississippi		
Missouri		
Montana		
Nebraska		
Nevada		
New Hampshire		
New Jersey		
New Mexico		
New York		
North Carolina		
North Dakota		
Ohio		
Oklahoma		
Oregon		
Pennsylvania		
Puerto Rico		
Rhode Island		
South Carolina		
South Dakota		
Tennessee		
Texas		
Utah		
Vermont		
Virginia		
Washington		
Washington DC		
West Virginia		
Wisconsin		
Wyoming		
<b>Total</b>	<b>0</b>	<b>0</b>





## **COLORADO**

### **Office of the State Controller**

Department of Personnel & Administration

State Purchasing & Contracts Office  
1525 Sherman St., 5th Floor  
Denver, CO 80203

## **DECISION MEMORANDUM**

**To:** John Chapman, State Purchasing Manager  
**From:** Nikki Pollack, State Procurement Administrator  
**Date:** July 10, 2023  
**Re:** Award Recommendation for Multi-Function Devices and Related Software, Services and Cloud Solutions – RFP-NP-23-001

### **Background and Purpose of the RFP**

In 2017, the NASPO Value Point Management Board determined that the State of Colorado (“Lead State”) would lead a new cooperative effort for Copiers and Managed Print Services (MPS). Previously, the State of Nevada managed the Copiers, Printers & Related Devices category, and the State of New Mexico oversaw the Managed Print Services category.

In 2018, the NASPO ValuePoint Management Board authorized the Lead State to conduct a solicitation to establish multistate contracts for Copiers and MPS. As a result of this effort, nine Offerors were awarded Master Agreements, all of which provided goods and services for multi-function devices, single-function printers, large format printers, scanners, production equipment, and managed print services.

In the Fall of 2022, the Lead State and NASPO ValuePoint hosted an industry meeting in Denver for the purpose of meeting with current and interested Manufacturers to discuss new products, services, emerging technologies and industry changes. As a result of this effort, it was determined that the portfolio would be renamed to Multi-Function Devices and Related Software, Services and Cloud Solutions to better encompass the expansion of product offerings, and that additional goods and services such as cutters, sorters, industrial print equipment, specialty printers, and software related services would now be included in eligible vendor offerings.

### **Sourcing Team**

The Multi-Function Devices and Related Software, Services and Cloud Solutions RFP was a collaborative effort among the Lead State, NASPO ValuePoint, and the Sourcing Team, which is comprised of several procurement professionals and subject matter experts from multiple states across the county.

### **RFP Timeframe**

On February 3, 2023, the Lead State issued a new solicitation via Colorado VSS. A pre-proposal meeting was conducted virtually with all interested Manufacturers, and Offerors were also given an opportunity to submit written questions in response to the RFP. As a result of that Q&A, the RFP was amended one time, and closed on April 14, 2023.

The current Copiers and MPS Master Agreements expire on July 31, 2024 and the new Master Agreements will go into effect on August 1, 2024. This will allow Participating States enough time to sign Participating Addenda,



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Department of Personnel & Administration

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while also alleviating the administrative burden of managing multiple portfolios and contracts at the same time.

#### **Proposal Response**

The Lead State received proposals from twelve Offerors: Canon, Epson, HP, Konica, Kyocera, Lexmark MGT Consulting, OPEX, Ricoh, Sharp, Toshiba, and Xerox. Upon review of each Offeror's minimum qualifications, it was determined that MGT Consulting did not meet the requirements as outlined in the RFP, and was therefore removed from further consideration. All other Offerors were determined to be responsive.

#### **Evaluation Committee**

The evaluation committee was comprised of four procurement professionals from the Sourcing Team, all of whom evaluated the technical portion of each Proposal. The cost portion of each Proposal was evaluated by the Lead State.

The Lead State, in collaboration with the Cooperative Portfolio Manager from NASPO ValuePoint, oversaw the evaluation process.

#### **Evaluation Documents**

In preparation for the evaluation, the committee was provided with the following materials:

- RFP Summary and all accompanying Exhibits
- Questions and Answers submitted and posted in response to the RFP
- Each Offeror's technical proposal
- Evaluation score sheet for each Offeror
- Evaluation guidelines, instructions and rating scale

#### **Evaluation Components**

**1) Technical (60%):** Each evaluation committee member scored each technical evaluation factor on a 0-5 scale. After finalizing technical scores, each 0-5 evaluation factor was added together, averaged, and then multiplied by the relative weight below to create a final weighted score. Then the weighted scores for each evaluation factor were added together to determine the score percentage for each Offeror.

The factors below were assigned the following relative weights:

- Ability to meet the Scope of Work requirements: 10%
- Dealer Engagement: 9%
- Useful Life and Legacy Equipment: 2%
- Performance Standards: 3%
- Customer Service: 8%
- Ordering Process: 6%



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- Organizational Security: 2%
- Hard Drive Protocols: 3%
- Warranties: 6%
- Recycling and Trade-In Programs: 2%
- Supply Management: 2%
- Managed Print Services: 5%
- Promotion of the NASPO ValuePoint Master Agreement: 2%

### *Rating Scale for Technical Component*

SCORE	
<b>UNACCEPTABLE</b> 0	<ul style="list-style-type: none"> <li>• Response does not address the topic or there is no response</li> <li>• Response is confusing, excessive or unclear</li> <li>• Response does not address the criteria</li> <li>• Response does not illustrate skill, experience, knowledge or ability</li> </ul>
<b>POOR</b> 1	<ul style="list-style-type: none"> <li>• Response does not address most of the topic</li> <li>• Response is often confusing or unclear</li> <li>• Response does not address most of the criteria</li> <li>• Response illustrates very little skill, experience, knowledge or ability</li> </ul>
<b>MARGINAL</b> 2	<ul style="list-style-type: none"> <li>• Response addresses some of the topic</li> <li>• Response is not always clear</li> <li>• Response addresses some criteria</li> <li>• Response illustrates some skill, experience, knowledge and ability in some areas</li> </ul>
<b>ACCEPTABLE</b> 3	<ul style="list-style-type: none"> <li>• Response addresses most of the topic completely</li> <li>• Response is clear</li> <li>• Response addresses most criteria</li> <li>• Response illustrates skill, experience, knowledge and ability in most areas</li> </ul>
<b>GOOD</b> 4	<ul style="list-style-type: none"> <li>• Response addresses the topic completely and proposes a sound approach</li> <li>• Response is supported and convincing</li> <li>• Response addresses all criteria</li> <li>• Response illustrates skill, experience, knowledge and ability in all areas</li> </ul>
<b>SUPERIOR</b> 5	<ul style="list-style-type: none"> <li>• Response addresses the topic completely and proposes a very detailed and thorough approach</li> <li>• Response is articulate, clear, concise, well supported and convincing</li> <li>• Response addresses all criteria in a complete manner and in a clearly advantageous way</li> <li>• Response illustrates a high level of skill, experience, knowledge and ability in all areas, and may provide additional insight into areas not previously considered, or over-looked</li> </ul>

#### The Technical Evaluation was conducted in two stages:

- **Preliminary Evaluation:** The committee members independently reviewed the written technical proposals, scored them accordingly, and submitted their responses to the Lead State.
- **Committee Discussion:** The committee met in Denver, CO to discuss each Offeror's scores



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and was given another opportunity to revise and finalize their scores based upon that discussion.

**2) Cost – Groups (35%):** Offerors were able to offer products in each Group and were required to submit all newly manufactured devices in each segment of each Group they offered products. The Lead State pre-determined the segments within each Group that would be evaluated prior to proposal submission. The products were then compared and evaluated against one another per Buyer’s Lab Inc. recommendation of comparable products. The lowest-priced product received the highest score, and all other products were then evaluated against it based on a percentage from low methodology. A score of 1-10 was assigned based on a pre-determined percent from low. This methodology was applied to each Group, resulting in a total of 182 models being evaluated. Then, those scores were averaged, resulting in the highest score receiving a 10 and all other scores being based on a percent from the highest total points. All overall scores were then averaged, and this score was then weighted for each Offeror based on the number of segments each provided products in, with the Offeror who offered products in the most segments being awarded the highest score. Below is an example of how this final weighted score was calculated:

SEGMENT 5 (S1-60) Color/B&W																	
Vendor	Model	MSRP	Discounted Price	% from low	Score	36 month FMV Payment	% from low	Score	36 month \$1 Buyout Payment	% from low	Score	TCO	% from low	Score	Total Points	% change from highest total points	Overall Score
Canon	DX C5860i	\$ 30,045.56	\$ 10,377.32	32.07%	7	\$ 511.15	30.54%	7	\$ 541.84	31.07%	7	N/A	N/A	N/A	7.00	30.00%	8
Epson	AM-C6000	\$ 29,080.00	\$ 10,723.06	34.26%	7	\$ 508.07	30.12%	7	\$ 538.95	30.70%	7	N/A	N/A	N/A	7.00	30.00%	8
HP	E877600N	\$ 41,692.49	\$ 9,589.27	26.49%	8	\$ 376.54	5.72%	10	\$ 395.72	5.61%	10	N/A	N/A	N/A	9.33	6.67%	10
Konica	BIZHUB C550i	\$ 37,810.00	\$ 9,805.55	28.11%	8	\$ 495.32	28.33%	8	\$ 502.38	25.65%	8	N/A	N/A	N/A	8.00	20.00%	9
Kyocera	TASKalfa 6054ci	\$ 23,409.00	\$ 7,049.28	0.00%	10	\$ 355.02	0.00%	10	\$ 373.51	0.00%	10	N/A	N/A	N/A	10.00	0.00%	10
Lexmark	XCS9455	\$ 24,703.23	\$ 16,431.18	57.10%	5	\$ 629.59	43.61%	6	\$ 664.42	43.78%	6	N/A	N/A	N/A	5.67	43.33%	7
Ricoh	IM C6000	\$ 29,079.00	\$ 10,611.50	33.57%	7	\$ 466.67	23.93%	8	\$ 484.93	22.98%	8	N/A	N/A	N/A	7.67	23.33%	8
Sharp	BP-70C55	\$ 24,715.00	\$ 8,168.65	13.70%	9	\$ 450.92	22.98%	8	\$ 466.31	19.90%	9	N/A	N/A	N/A	8.67	13.33%	9
Toshiba	ESTUDIO5525AC	\$ 35,208.00	\$ 8,251.31	14.57%	9	\$ 369.09	3.81%	10	\$ 394.42	5.80%	10	N/A	N/A	N/A	9.67	3.33%	10
Xerox	C8155H2	\$ 33,640.00	\$ 12,764.00	44.77%	6	\$ 506.23	29.87%	8	\$ 538.90	30.69%	7	N/A	N/A	N/A	7.00	30.00%	8

PERCENT FROM LOW BID SCORING KEY:	10	9	8	7	6	5	4	3	2	1
		0% - 9.99%	10% - 19.99%	20% - 29.99%	30% - 39.99%	40% - 49.99%	50% - 59.99%	60% - 69.99%	70% - 79.99%	80% - 89.99%

PERCENT FROM HIGHEST TOTAL POINTS SCORING KEY:	10	9	8	7	6	5	4	3	2	1
		0% - 10.99%	11% - 21.99%	22% - 32.99%	33% - 43.99%	44% - 54.99%	55% - 65.99%	66% - 76.99%	77% - 87.99%	88% - 98.99%

Vendor	Number of Segments Offered & Number of	Total Score	Weighted Score (FINAL)
Canon	11 / 5	8.20	7.52
Epson	5 / 3	8.33	3.49
HP	10 / 5	9.00	7.51
Konica	12 / 5	8.80	8.80
Kyocera	12 / 5	10.00	10.00
Lexmark	5 / 3	8.00	3.35
Ricoh	12 / 5	7.80	7.80
Sharp	12 / 5	8.40	8.40
Toshiba	12 / 5	9.20	9.20
Xerox	10 / 5	7.60	6.34

12 Segments in Group A  
 12 = 100; 11 = 91.7; 10 = 83.4; 9 = 75.1; 8 = 66.8; 7 = 58.5; 6 = 50.2; 5 = 41.9; 4 = 33.6; 3 = 25.3; 2 = 17; 1 = 8.7



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**3) Cost – MPS (5%).** Offerors were able to submit pricing for MPS based on required services which include implementation, remote device monitoring, end-user support, account management, and cost-per-click rates. Pricing for each Offeror was then compared against one another based on an average blended rate and a hypothetical number of clicks per month, number of units, and number of hours for end-user support. These calculations resulted in a total monthly amount billed. The Offeror who had the lowest price received the highest score of 5, and all other Offerors received scores based on a percent from low bid methodology. Below is the result of the MPS evaluation:

Vendor	Blended Click Rate (Average)	Clicks Per Month	Total Billed Clicks Per Month	Number of Units	Implementation (Price Per Unit)	Implementation Total Cost	Remote Device Monitoring (Price Per Unit)	Remote Device Monitoring Total Cost	Job Accounting (Price Per Unit)	Job Accounting Total Cost	End-User Support (Price Per Hour)	Number of Hours Per Month (End User Support)	End-User Support Total Cost	Account Management (Price Per Unit)	Account Management Total Cost	Total Amount Billed
Canon	0.1028	500,000	\$ 51,385.71	300	INCL	N/A	INCL	N/A	INCL	N/A	INCL	20	N/A	INCL	N/A	\$ 51,385.71
Epson	0.1086	500,000	\$ 54,285.71	300	\$ 100.00	\$ 30,000.00	\$ 5.00	\$ 1,500.00	INCL	N/A	\$ 300.00	20	\$ 6,000.00	INCL	N/A	\$ 91,785.71
HP	0.0434	500,000	\$ 21,715.71	300	INCL	N/A	INCL	N/A	INCL	N/A	INCL	20	N/A	INCL	N/A	\$ 21,715.71
Konica	0.1075	500,000	\$ 53,764.29	300	INCL	N/A	INCL	N/A	\$ 5.64	\$ 1,692.00	INCL	20	N/A	INCL	N/A	\$ 72,556.29
Kyocera	0.0500	500,000	\$ 25,000.00	300	\$ 11.00	\$ 3,300.00	\$ 0.11	\$ 33.00	INCL	N/A	\$ 150.00	20	\$ 3,000.00	\$ 125.00	\$ 37,500.00	\$ 68,833.00
Lexmark	0.0448	500,000	\$ 22,407.14	300	\$ 499.00	\$ 149,700.00	\$ 1.30	\$ 390.00	INCL	N/A	\$ 130.00	20	\$ 2,600.00	\$ 7.91	\$ 2,379.00	\$ 177,470.14
Ricoh	0.0622	500,000	\$ 31,107.14	300	\$ 40.00	\$ 12,000.00	\$ 6.10	\$ 1,830.00	N/A	N/A	\$ 225.00	20	\$ 4,500.00	INCL	N/A	\$ 49,437.14
Sharp	0.0584	500,000	\$ 29,178.57	300	\$ 5.00	\$ 1,500.00	\$ 5.00	\$ 1,500.00	INCL	N/A	\$ 100.00	20	\$ 2,000.00	\$ 5.00	\$ 1,500.00	\$ 35,678.57
Toshiba	0.0544	500,000	\$ 47,214.29	300	INCL	N/A	INCL	N/A	INCL	N/A	INCL	20	N/A	INCL	N/A	\$ 47,214.29
Xerox	0.0629	500,000	\$ 41,428.57	300	\$ 56.76	\$ 17,028.00	\$ 7.32	\$ 2,196.00	INCL	N/A	INCL	20	N/A	\$ 9.48	\$ 2,844.00	\$ 63,496.57

Vendor	Total Amount Billed	% from low	Total Score
Canon	\$ 51,385.71	57.74%	3
Epson	\$ 91,785.71	76.34%	2
HP	\$ 21,715.71	0.00%	5
Konica	\$ 72,556.29	70.07%	3
Kyocera	\$ 68,833.00	68.45%	3
Lexmark	\$ 177,470.14	87.76%	2
Ricoh	\$ 49,437.14	56.07%	3
Sharp	\$ 35,678.57	39.14%	4
Toshiba	\$ 47,214.29	54.01%	3
Xerox	\$ 63,496.57	65.80%	3

PERCENT FROM LOW BID SCORING KEY:	5	4	3	2	1
	0% - 24.99%	25% - 49.99%	50% - 74.99%	75% - 99.99%	100%+

**The Cost Evaluation was conducted in one stage:**

**Final Evaluation:** The Lead State scored the cost proposals based on the aforementioned methodology. Once the technical scores were finalized, the cost scores were shared with the committee.

**Award Determination**

Each Group and MPS cost score was added to the technical score for each Offeror to determine the final score for that Group. Total scores were represented by a percentage, with 100% being the highest possible score. Awards were determined by looking for a natural break in the scoring; however, in several instances, there were no natural breaks, or the natural break would have resulted in only one or two Offerors receiving an Award. In such cases, the Sourcing Team’s decision was based on the collective interest of the Participating States since restricting the number of Awards in each Group would have precluded Purchasing Entities from upgrading devices or acquiring new products. The following represents the total scores that each of the



Offerors received (green represents what each Offeror was awarded, and red represents no award for that Group):

	Canon	Epson	HP	Konica	Kyocera	Lexmark	OPEX	Ricoh	Sharp	Toshiba	Xerox
COMBINED SCORE - GROUP A (Max 100%)	68.60%	50.41%	74.27%	74.30%	77.04%	51.06%	NO BID	69.69%	72.33%	76.10%	67.94%
COMBINED SCORE - GROUP B (Max 100%)	65.89%	47.61%	82.98%	62.35%	69.12%	59.60%	NO BID	56.14%	54.65%	54.63%	66.78%
COMBINED SCORE - GROUP C (Max 100%)	69.18%	44.50%	NO BID	68.00%	43.79%	NO BID	NO BID	73.29%	55.53%	48.96%	65.70%
COMBINED SCORE - GROUP D (Max 100%)	54.45%	52.20%	73.25%	52.04%	56.04%	62.29%	NO BID	62.56%	58.78%	52.11%	58.87%
COMBINED SCORE - GROUP E (Max 100%)	53.68%	49.15%	58.17%	49.24%	50.23%	NO BID	NO BID	60.54%	NO BID	47.49%	54.50%
COMBINED SCORE - GROUP F (Max 100%)	73.91%	68.82%	77.59%	70.62%	NO BID	NO BID	39.58%	68.92%	73.27%	54.73%	64.33%

The determination for the Award of each Group was based on the following rationale:

**Group A:** The scores ranged from 50.41% to 77.04%. The difference between the lowest score (50.41%) and the next lowest score (51.06%) was less than 1%, whereas the difference between 51.06% and the next lowest score of 67.94% was approximately 17%. This represented the largest spread among all 10 scores, and therefore the natural break, so it was determined that Epson and Lexmark would not receive an Award for this Group.

**Group B:** The scores ranged from 47.61% to 82.98%. Although HP’s score was the clear outlier and represented a natural break in the scoring, the Team decided that it would not be in the best interest of the Participating States to only award Group B to HP, given that numerous Purchasing Entities have Group B devices in large MPS fleets from current vendors, and this would prevent those vendors from upgrading or placing new devices for customers. Therefore, the Team analyzed the remaining 9 scores, which ranged from 47.61% to 66.78%. While an argument could have been made to Award to Canon (65.89%) and Xerox (66.78%) only since all other Offeror’s scores were below 60%, the Team again determined that only awarding to three vendors would not be in the best interest of the users. The team then decided that all Offerors who scored in the 50 percentile would receive an Award, which left the Team to determine whether or not Epson should be eliminated from consideration. Ultimately, because Epson’s score of 47.61% was only 4.74% away from the next highest score (Konica at 52.35%), and Canon’s score of 65.89% was 6.29% away from the next highest score of 59.60% (Lexmark), it was decided that the fair and equitable decision would to be also Award Epson Group B.

**Group C:** The scores ranged from 43.79% to 73.29%. It was determined that the natural break in the scoring occurred with Xerox’s score of 65.70% since the next lowest score represented a more than 10% spread. Therefore, only Canon, Konica, Ricoh, and Xerox were awarded Group C.

**Group D:** The scores ranged from 52.04% to 73.25%. Although HP’s score was the clear outlier and represented a natural break in the scoring, the Team determined that it would not be in the best interest of the Participating States to only award Group D to HP, given that numerous Purchasing Entities have removed to remote work environments, and thus, there has been an increase in demand for single-function printers in home-office



environments. Therefore, the Team analyzed the remaining 9 scores, which ranged from 52.04% to 62.58%, and determined that all 10 vendors would receive an Award for this Group since the spread among the scores was only slightly more than 10% which resulted in no natural break.

**Group E:** The scores ranged from 49.15% to 58.17% which resulted in no natural break among the scores; therefore, it was determined that all vendors who submitted a response for Group E would receive an Award.

**Group F:** The scores ranged from 39.56% to 77.59%. OPEX was a clear outlier in this Group, so it was determined they would not receive an Award. The next lowest score of 54.73% was almost 10% away from Xerox’s score of 64.33%, so it was determined that Toshiba would also not receive an Award for this Group since the difference between Xerox’s score and the next highest score of 68.82% was only slightly more than 4%. Because Xerox, as well as Canon, Epson, HP, Konica, Ricoh, and Sharp all had scores in the 60<sup>th</sup> and 70<sup>th</sup> percentile, the Team determined that these vendors would be awarded Group F.

**Award Recommendation**

Based on the final scores and the individual review of both the technical and cost component for each Offeror, as well as the collective review of all Offerors, the Lead State, the NASPO ValuePoint Management Board, and the evaluation committee, has reviewed and approved the Awards below. All Offerors receiving Awards will also be able to provide MPS for any Group, BUT only place devices in the Groups in which they were Awarded. Additionally, all Offerors will be able to offer Supplies and provide Software and Software Related Services. Further, all Offerors awarded Group C and Group D will also be able to offer Products in Sub-Groups C1, C2 and D1.

GROUP A	GROUP B	GROUP C	GROUP D	GROUP E	GROUP F
CANON	CANON	CANON	CANON	CANON	CANON
HP	EPSON	KONICA	EPSON	EPSON	EPSON
KONICA	HP	RICOH	HP	HP	HP
KYOCERA	KONICA	XEROX	KONICA	KONICA	KONICA
RICOH	KYOCERA		KYOCERA	KYOCERA	RICOH
SHARP	LEXMARK		LEXMARK	RICOH	SHARP
TOSHIBA	RICOH		RICOH	TOSHIBA	XEROX
XEROX	SHARP		SHARP	XEROX	
	TOSHIBA		TOSHIBA		
	XEROX		XEROX		

**Award Finalization**

The Lead State will proceed with establishing Master Agreement’s with all ten Offerors.

Nikki Pollack  
 State Procurement Administrator



**COLORADO**

**Office of the State Controller**

Department of Personnel & Administration

State Purchasing & Contracts Office  
1525 Sherman St., 5th Floor  
Denver, CO 80203

**State Purchasing & Contracts Office Approval:**

Signature:

*John Chapman - DPA*  
John Chapman, State Purchasing Manager

July 11, 2023  
Date

Cc: Sherri Maxwell  
Mandy Koenig  
Joel Atkinson

Alonna Vinson  
Madelyn Colon  
Bart Lemmon

Matthew Chow  
Stacia Wasmundt

Cody Peterson  
Janet DelGreco Olson

Issued by the State of Colorado  
Solicitation Number: RFP-NP-23-001

## Attachment F TECHNICAL RESPONSE WORKSHEET

Offeror Name: HP Inc.

### **PART I**

Offeror must provide complete and succinct responses to each item below. **Insert your responses into this worksheet directly below each question or prompt.** While marketing materials are neither requested nor desired, Offeror should provide all information necessary to demonstrate Offeror’s ability to meet the requirements of this RFP and the RFP’s Scope of Work. In addition, please note that certain documents are required to be submitted with your Proposal (refer to the questions below for further information).

- I. **Mandatory Requirements.** Per Attachment C, RFP Evaluation Plan, Offeror must indicate their compliance with the following:

Mandatory Requirements	Indicate compliance with an “x”
Are you a Manufacturer of A3 MFD’s, A4 MFD’s, Production Equipment, Single-function Printers, Large/Wide Format Equipment, or Scanners, as defined within this RFP?	X
Have you responded to at least one Segment within one Group?	X
Have you submitted your entire line of Newly Manufactured Equipment for each Group you responded to?	X

- II. **Scope of Work.** Offeror must indicate their understanding/compliance with the following sections of **Attachment B, Scope of Work** by typing “Yes” in the column indicated. If a section is not applicable to your Proposal, please type “N/A.” If you are not able to comply with a section, type “No.” For all “N/A” and “No” responses, you must indicate the reason in the Comments column. In addition, if you type “Yes” and would like to expound on that response you may also do so in the Comments column. Sections of the Scope of Work not contained in the table below do NOT alleviate Offeror from complying with the requirements of those sections.

Section	Subsection	Indicate “Yes”, “No” or N/A	Comments
<b>Master Agreement Overview</b>			
I.	A. through G.	Yes	

	H.1 through H.9	Yes	
<b>Master Agreement Deliverables</b>			
<b>Primary Product and Service Offerings</b>			
<b>II.A.1 Group Categories</b>	Group A through Group F	Yes	
<b>II.A.2 Device Configurations</b>	2.1 through 2.6	Yes	
<b>II.A.3 Device Standards</b>	3.1	Yes	
	3.2	Yes	
	3.3	Yes	
	3.4	Yes	
	3.5	Yes	
	3.6	Yes	
	3.7	Yes	
	3.8	Yes	
	3.9	Yes	
	3.10	Yes	
	3.11	Yes	
<b>II.A.4 Device Exceptions</b>	4.1	Yes	
	4.2	Yes	
	4.3	Yes	
	4.4	Yes	
<b>II.A.5 Accessories</b>	5.1 through 5.3	Yes	
<b>II.A.6 Remanufactured and Refurbished Equipment</b>	6.1	N/A	HP is not bidding Remanufactured and Refurbished Equipment.
	6.2	N/A	HP is not bidding Remanufactured and Refurbished Equipment.
	6.3	N/A	HP is not bidding Remanufactured and Refurbished Equipment.
	6.4	N/A	HP is not bidding Remanufactured and Refurbished Equipment.
	6.5	N/A	HP is not bidding Remanufactured and Refurbished Equipment.

**Request for Proposals for  
Multi-Function Devices and Related Software, Services and Cloud Solutions**



Issued by the **State of Colorado**  
**Solicitation Number: RFP-NP-23-001**

	<b>6.6</b>	N/A	HP is not bidding Remanufactured and Refurbished Equipment.
	<b>6.7</b>	N/A	HP is not bidding Remanufactured and Refurbished Equipment.
	<b>6.8</b>	N/A	HP is not bidding Remanufactured and Refurbished Equipment.
<b>II.A.7 Group G – Software</b>	<b>7.1</b>	Yes	
	<b>7.2</b>	Yes	
	<b>7.3</b>	Yes	
	<b>7.4</b>	Yes	
	<b>7.5</b>	Yes	
	<b>7.6.a through 7.6.g Software Subscriptions</b>	Yes	
<b>II.A.8 Group H – Consumable Supplies</b>	<b>8.1</b>	Yes	
	<b>8.2</b>	Yes	
	<b>8.3</b>	Yes	
	<b>8.4</b>	Yes	
<b>II.A.9 Service Offerings</b>	<b>9.1.a through 9.1.i Group I – Managed Print Services</b>	Yes	
<b>II.A.9 (9.2) Maintenance Agreements</b>	<b>9.2.a Pricing</b>	Yes	
	<b>9.2.b Initial Term</b>	Yes	
	<b>9.2.c Renewal Term</b>	Yes	
	<b>9.2.d Blended Rates</b>	Yes	
	<b>9.2.e Manual Meter Reads</b>	Yes	
	<b>9.2.f Customer Owned Devices</b>	Yes	
	<b>9.2.g Lease or Rental Devices</b>	Yes	
	<b>9.2.h Legacy Devices</b>	Yes	
<b>Ancillary Product and Service Offerings</b>			
<b>II.B.1 Sub-Group Categories</b>	<b>1.1 Sub-Group G1 – Software Related Services</b>	Yes	

**Request for Proposals for  
Multi-Function Devices and Related Software, Services and Cloud Solutions**



Issued by the **State of Colorado**  
**Solicitation Number: RFP-NP-23-001**

	<b>1.2</b> <i>Sub-Group C1 – Standalone Production Devices</i>	N/A	HP is not bidding Group C.
	<b>1.3</b> <i>Sub-Group C2 – Industrial Print Equipment</i>	N/A	HP is not bidding Group C.
	<b>1.4</b> <i>Sub-Group D1 – Specialty Printer</i>	Yes	
<b>II.B.2</b>	<b>Sub-Group Category Discounts</b>	Yes	
<b>II.B.3</b> <b>Open Market Items</b>	<b>3.1</b>	Yes	
	<b>3.2</b>	Yes	
	<b>3.3</b>	Yes	
	<b>3.4</b>	Yes	
	<b>3.5</b>	Yes	
<b>II.B.4</b> <b>Emerging Technologies</b>	<b>4.1</b>	Yes	
	<b>4.2</b>	Yes	
	<b>4.3</b>	Yes	
	<b>4.4</b>	Yes	
<b>Purchase, Lease and Rental Programs</b>			
<b>III.A</b>	<b>Acquisition Methods</b>	Yes	
<b>III.B</b>	<b>Device Trade-In</b>	Yes	
<b>III.C</b>	<b>Lease and Rental Rates</b>	Yes	
<b>III.D</b> <b>Leasing and Rental Overview</b>	<b>1.</b>	Yes	
	<b>2.</b>	Yes	
	<b>3.</b>	Yes	
	<b>4.</b>	Yes	
	<b>5.</b>	Yes	
	<b>6.</b>	Yes	
	<b>7.</b>	Yes	
	<b>8.</b>	Yes	
	<b>9.</b>	Yes	

**Request for Proposals for  
Multi-Function Devices and Related Software, Services and Cloud Solutions**



Issued by the **State of Colorado**  
**Solicitation Number: RFP-NP-23-001**

	<b>10.</b>	Yes	
	<b>11.</b>	Yes	
	<b>12.</b>	Yes	HP also acknowledges Yes for III.D.13 and III.D.14 added to the Scope of Work by Amendment # 1 released February 27, 2023.
<b>III.E Leasing and Rental Options</b>	<b>1.1 and 1.2</b> <i>FMV Lease</i>	Yes	
	<b>2.1 and 2.2</b> <i>Capital Lease</i>	Yes	
	<b>3.1 and 3.2</b> <i>Straight Lease</i>	Yes	
	<b>4.1 through 4.3</b> <i>Cancellable Rental</i>	N/A	HP is not proposing Cancellable Rental.
	<b>5.1 through 5.3</b> <i>Short-Term Rental</i>	N/A	HP is not proposing Short-Term Rental.
<b>III.F Leasing and Rental Terms and Conditions</b>	<b>1.1 through 1.4</b> <i>Possession and Return of Lease and Rental Devices</i>	Yes	
	<b>2.</b> <i>Payment</i>	Yes	
	<b>3.</b> <i>Buyout to Keep Option</i>	Yes	
	<b>4.</b> <i>Buyout to Return Option</i>	Yes	
	<b>5.</b> <i>Device Upgrade or Downgrade</i>	Yes	
	<b>6.</b> <i>Non-appropriation of Funds</i>	Yes	
	<b>7. (including 7.1 and 7.2)</b> <i>Assignment</i>	Yes	
	<b>8.1 and 8.2</b> <i>Early Termination Charges</i>	Yes	
	<b>9.1 through 9.5</b> <i>Default</i>	Yes	
	<b>10. (including 10.1 and 10.2)</b> <i>Remedies</i>	Yes	
<b>Contractor Responsibilities and Tasks</b>			
<b>Service Requirements</b>			
<b>IV.A.1.</b>	<b>Technicians</b>	Yes	
<b>IV.A.2 Standard Service Levels</b>	<b>2.1.a. through 2.1.h</b> <i>End-User Training</i>	Yes	
	<b>2.2</b>	Yes	

**Request for Proposals for  
Multi-Function Devices and Related Software, Services and Cloud Solutions**



Issued by the **State of Colorado**  
**Solicitation Number: RFP-NP-23-001**

	<i>Preventative Maintenance</i>		
	<b>2.3.a through 2.3.c</b> <i>Device Performance</i>	Yes	
	<b>2.4.a through 2.4.c</b> <i>Loaner Device</i>	No	For maintenance services, HP does not offer a loaner during product repair. In an MPS Fleet environment, since we maintain a 97% uptime rate, loaner equipment is not needed. We also have the capability to use Smart technology that provides advance notification of failure prior to the system needing repair.
	<b>2.5.a through 2.5.d</b> <i>Repair Parts</i>	Yes	
	<b>2.6.a through 2.6.c</b> <i>Service Zones</i>	Yes	
	<b>2.7.a. and 2.7.b</b> <i>Service Logs</i>	Yes	
	<b>2.8.a through 2.8.d</b> <i>Device Relocation</i>	Yes	
<b>IV.A.3</b> <b>Meter Read Invoicing</b>	<b>3.1 through 3.4</b>	Yes	
<b>IV.A.4</b> <b>Reporting</b>	<b>4.1.a and 4.1.b</b> <i>Service Level Calculations</i>	Yes	
	<b>4.2.a and 4.2.b</b> <i>Periodic Reporting</i>	Yes	
<b>Customer Service</b>			
<b>IV.B.1</b> <b>Key Personnel</b>	<b>1.1 through 1.4</b>	Yes	
<b>IV.B.2</b>	<b>Single Point of Contact</b>	Yes	
<b>IV.B.3</b>	<b>Service and Support Hours</b>	Yes	
<b>IV.B.4</b>	<b>Customer Service Team</b>	Yes	
<b>IV.B.5</b>	<b>Additional Coverage</b>	Yes	
<b>IV.B.6</b>	<b>Online Access</b>	Yes	
<b>IV.C</b> <b>Authorized Dealers</b>	<b>1.</b>	Yes	
	<b>2.</b>	Yes	
	<b>3.</b>	Yes	
	<b>4.</b>	Yes	
	<b>5.</b>	Yes	
	<b>6.</b>	Yes	

**Request for Proposals for  
Multi-Function Devices and Related Software, Services and Cloud Solutions**



Issued by the **State of Colorado**  
**Solicitation Number: RFP-NP-23-001**

	<b>7.1 and 7.2</b>	Yes	
<b>IV.D Device Demonstration Requirements</b>	<b>1.</b>	Yes	
	<b>2.</b>	Yes	
	<b>3. (including 3.1 through 3.4)</b>	N/A	Showroom devices are not available for resale.
	<b>4.</b>	Yes	
<b>IV.E Ordering and Invoicing Specifications</b>	<b>1.1 through 1.9</b>	Yes	
	<b>2.</b>	Yes	HP, as Contractor, accepts credit card payments for product and services. Third Party Leasing Company, not the Contractor, does not offer credit card payment options.
	<b>3.</b>	Yes	
	<b>4.</b>	Yes	
	<b>5.</b>	Yes	
	<b>6.</b>	Yes	
	<b>7.</b>	Yes	
	<b>8.</b>	Yes	
	<b>9.</b>	Yes	Contractor, <u>third-party leasing companies</u> , and/or Authorized Dealers may bill property tax separately or as otherwise indicated in a Participating Addendum or an Order.
	<b>10.</b>	Yes	
	<b>11.1 through 11.5</b>	Yes	
	<b>12. Substitutions</b>	Yes	
<b>IV.F Delivery Requirements</b>	<b>1.</b>	Yes	
	<b>2.</b>	No	Responsibility and liability for loss or damage for all Orders will <del>remain with the Contractor until final inspection and Acceptance</del> , when responsibility will pass to the Purchasing Entity <u>upon delivery of the Product</u> , except the responsibility for material defects, fraud, and the warranty obligations.  These changes are consistent with the current Master Agreement.
	<b>3.</b>	Yes	

**Request for Proposals for  
Multi-Function Devices and Related Software, Services and Cloud Solutions**



Issued by the **State of Colorado**  
**Solicitation Number: RFP-NP-23-001**

	<b>4.</b>	Yes		
	<b>5.</b>	Yes	<p>HP agrees to the 5-day requirement subject to the following:</p> <ol style="list-style-type: none"> <li>1. The Software Solution is installed, configured, tested, and deployed in production;</li> <li>2. The device licenses for solution are up to date allowing for additional devices to be added;</li> <li>3. Device configurations meet requirements for adding it to a solution; and</li> <li>4. HP is managing the solution and able to add and remove devices to solutions, or Customer is managing the solution and able to add and remove devices to solution.</li> </ol>	
	<b>6.</b>	Yes		
	<b>7.</b>	Yes		
	<b>8.</b>	Yes		
	<b>9.</b>	Yes		
	<b>10.</b>	Yes		
	<b>11.</b>	Yes		
	<b>12.</b>	Yes		
	<b>IV.G Device Installation Requirements</b>	<b>1.1 through 1.7</b>	Yes	
		<b>2.</b>	Yes	
		<b>3.</b>	Yes	
<b>4.</b>		Yes		
<b>5.</b>		Yes		
<b>6.</b>		Yes		
<b>7.</b>		Yes		
<b>IV.H Inspection and Acceptance</b>	<b>1.</b>	Yes		
	<b>2.</b>	Yes		
	<b>3.</b>	Yes		
	<b>4. (including 4.1 through 4.4)</b>	Yes	If a third-party leasing company is used, the third-party leasing company shall have exclusive title.	

**Request for Proposals for  
Multi-Function Devices and Related Software, Services and Cloud Solutions**



Issued by the **State of Colorado**  
**Solicitation Number: RFP-NP-23-001**

<b>IV.I Security Requirements</b>	<b>1.1 through 1.3</b> <i>Network and Data Security</i>	Yes	
	<b>2.</b> <i>Sensitive Information</i>	Yes	
	<b>3.</b> <i>Data Breach</i>	Yes	
	<b>4.1 through 4.4</b> <i>Authentication and Access</i>	Yes	
	<b>5.1 through 5.6</b> Hard Drive Removal and Surrender	Yes	
<b>IV.J Warranty Requirements</b>	<b>1.</b>	Yes	
	<b>2.</b>	Yes	
	<b>3.</b>	Yes	HP agrees that Devices shall be in good working order, free from any defects in material and workmanship, and will conform to HP specifications only.
	<b>4.</b>	Yes	
	<b>5.</b>	Yes	
	<b>6.</b>	Yes	
	<b>7.</b>	Yes	
	<b>8.1 through 8.3</b>	Yes	For details, please refer to the redlined Attachment H - Sample Master Agreement and the Attachment I - Proposed Modifications to Sample Master Agreement submitted in HP's response.
	<b>9.</b>	Yes	
<b>IV.J.11 Lemon Clause</b>	<b>11.1</b>	Yes	
	<b>11.2</b>	Yes	
	<b>11.3</b>	Yes	
	<b>11.4</b>	Yes	
	<b>11.5</b>	Yes	
	<b>11.6</b>	Yes	
<b>IV.K</b>	<b>Contractor Notices</b>	Yes	

## Attachment F TECHNICAL RESPONSE WORKSHEET

Offeror Name: HP Inc.

### **PART II**

**Instructions:** Offeror must provide a detailed response to each of the questions (and their sub-questions) listed below. Responses will not be limited to a certain number of pages. Samples of reports or other documents requested need to be included in the Proposal packet and must be cross-referenced so that the response and the corresponding document can be easily located.

#### **1) Dealer Engagement:**

- a) Describe your process for selecting Dealers to provide Products and Services under a resulting Master Agreement.

Initially, the HP sales teams nominate Dealers for a specific State to be considered to represent HP in support of an awarded contract. Throughout the contract term, HP authorized Dealers may request to be added in support of a specific State-awarded Participating Addendum.

HP authorized Dealers participate in a rigorous nomination, application, and certification process. Only Public Sector Dealers that also meet the specific requirements of a particular Participating State are nominated to apply for program acceptance. Nominated Dealers apply for program participation via an **extensive business plan** process that selects only those partners who are most qualified to support the Participating State, based on the number of Dealers each State allows. Dealers are selected based on several factors:

- Participating State's specific requirements
- Specific line of business model
- Industry and Government expertise
- Established relationships with HP and customer base
- Detailed business plans
- Ability to identify customer needs to provide solutions with the best value for investment
- Value-added sales and services organization to support the State's Purchasing Entities

Before submittal to the Lead State and Participating State for approval, all selected Dealers are vetted to ensure that they meet all Participating State requirements including, but not limited to, the following:

- Registered with Secretary of State and other required State registrations (if applicable)
- Legally established to do business
- No history of convictions or suspensions, or any complaints on file with the State
- Listed in good standing with the State or entity
- E-verify registered
- No outstanding taxes owed to the Participating State

- Agrees to adhere to state, local and applicable laws when doing business in support of the contract
- Meets HP standard business requirements

**b) Describe how your organization will on-board your Dealers.**

**On-boarding**

Upon final approval by the Lead and Participating States, Dealers are required to complete Program agreements and participate in training specific to the requirements of the Master Agreement and State Participating Addendum. After all required Dealer employees successfully complete HP-required training, accept the terms of the Program agreement, and receive a Letter of Authorization from HP, the Dealer is provided access to the Master Agreement approved pricing, with details on how to obtain competitive volume pricing during the contract term. An overview of the process is provided below.

**On-boarding Process After Approval**

**1. Dealer Program Agreements**

- a. HP contractually binds Dealer through addenda to the Dealer's HP US Partner Agreement (Authorization).
- b. As part of HP's Partner Agreement, HP Dealers must abide our HP "Partner Code of Conduct," which includes a Standard Business Code of Conduct (Integrity at HP) relative to the State laws and statutes governed in HP Compliance training.

**2. Training**

- a. NASPO ValuePoint Webinar Training
- b. HP NASPO ValuePoint Regional On-site Training
- c. HP Channel Partner (Dealer) Managers
- d. HP Webinar Training

Training is complete once all identified members of the Dealer organization have successfully completed mandatory training.

**3. HP Dealer Letter of Authorization by State**

Once the required contractual documents are received, and all necessary Dealer sales and support team members have completed training, the Dealer receives a Letter of Authorization from HP.

Once the process is completed, the HP Master Agreement Contract Sales Management Director submits the nominated Dealers for approval—first to the Lead State, then to the Participating State. Once all approvals are received, HP updates the contract e-commerce portal page and Participating State contract site found at the map on the main contract of the HP e-commerce portal page.

**4. Additional Distributor Training**

Distribution is advised of approved Dealers, which also triggers Additional Dealer training by the Distributors.

**5. Commencement of Selling**

Dealers commence selling in the State(s) where they are authorized.

- c) How will you ensure that your Authorized Dealers will offer the correct contract pricing to Purchasing Entities, and that the contract is being utilized correctly?

Dealers fulfilling products and services are provided with in-depth contract training that includes Purchase Order validation and the importance of the Purchasing Entity's Purchase Order.

Dealers are required to review the contract products listed on the Purchase Order. If a contract number is not listed, Dealers are required to confirm the Purchasing Entity's contract selection. Furthermore, we ensure Dealers understand the selection is not for a Dealer or for HP to determine; it is solely the Purchasing Entity's decision.

Dealers have multiple resources to ensure they are offering the Purchasing Entities accurate contract pricing, as outlined below.

- **Pricing Confirmation:** HP generates a pricing document that enables Dealers to sell at or below the Contract net price based on the Group Price Files awarded for Segment of product within the Group.
- **Contract E-Commerce Portal:** HP posts the NASPO ValuePoint contract link to the current, approved Group Price Files on the e-commerce site along with HP's US Commercial List price.
- **Group Price Files:** Dealers are aware that the Group Price Files are the documents to use for verification based on the approved contract net price, which is detailed at the training sessions. Group Price Files are also maintained at the HP Dealer site, providing another avenue for Dealer access to contract pricing for eligible contract products.
- **Training:** All Dealers are required to attend mandatory Master Agreement and program training that educates Dealers on all facets, including how the contract works, eligible customers and products, pricing, location of current contract pricing, and calculation of correct contract pricing. The training is facilitated several ways—webinar, in person, and recorded and available for future access by new hires.
- **Sales Support:** HP's team of State and Local Government and Education (SLED) Territory Managers are specifically assigned to support SLED Dealers and the NASPO ValuePoint Master Agreement. Additionally, Partner Business Managers are assigned to manage the HP-Dealer relationships at the local level. These teams manage the business relationship with each Dealer and conduct regular business reviews that include, without limitation, reviewing new program requirements and guidelines, and product details covered under the contract new products, end of life products, road maps on future technology, and any other Dealer programs or product updates. Through the direct support of these teams, Dealers have immediate access to the same product and program training as HP employees, which enables them to fully represent HP in all aspects of the business. All Dealers have access to multiple salespeople who help and support them with opportunities, questions and issues covering the overall contract and applicable pricing.
- **Program Team Support:** All Dealers are also supported by the HP Channel Contract Program team, who assists with all contract and pricing questions. This team is available via phone and email with a maximum 24-hour response time, typically 4-hour response time or less.

- d) In the event a Dealer becomes non-compliant with the contract and refuses to provide Products or Services to a customer, describe how your organization will handle this issue and the measures that will be put in place to ensure it doesn't happen again.

Contract compliance is a key component of our Dealer Program. All reasonable efforts are made to educate, inform, train, and communicate the Master Agreement and all States' Participating Addenda contract terms, conditions, and compliance requirements to the authorized Dealers.

The HP Channel Contract Program team regularly tracks and measures Dealers' performance and compliance to the contract, including accurate pricing, timely and accurate reporting, and fulfilling products or services.

If HP is made aware of an issue with a Dealer, HP takes the time to understand the issue and the steps to address the corrective action necessary to avoid reoccurring issues. HP will also mitigate the risk of recurrence through additional training, including bulletin notifications to other Dealers. If an issue arises and a Dealer does not correct or resolve the issue, the Dealer is removed as an authorized Dealer from supporting that State's Participating Addendum.

HP's performance process for compliance issues is briefly outlined below:

1. Review of compliance issue and actions with the state-designated Procurement Official.
2. Appropriate action to correct the compliance issue, which may include additional program training for the Dealer.
3. HP Management involvement and review with Dealer management.
4. HP compliance notification to Dealer.
5. Dealer formal warning and course of action or removal from the program, as applicable.

HP agrees to finalize a course of action that meets the Lead State's and Participating State's satisfaction based on the specific situation.

- e) What type of training do you provide to your Dealers, and how will you ensure that new staff is properly trained in the nuances of each Participating Addendum? Provide a sample training plan or information sheet that you will give to your Dealers.

HP provides mandatory Contract and Program training to all Dealers, and attendance is tracked. The training is conducted most often via webinar, though also facilitated in person both regional and locally. Training is recorded and available for replay, which allows Dealer employees to access the training content on demand as needed.

HP also creates program guides for the Master.

Please see separate file, **Technical Response Exhibit 1 - HP Sample Dealer Training Plan for Attachment F Part II Section 1e.**

- f) How does your organization plan to provide continuing education for your Dealers to ensure that they are kept up-to date on Master Agreement and Participating Addenda modifications and/or amendments?

The HP Dealer Contract Program team communicates any updates, modifications, or amendments via bulletin notifications to all approved Dealers. HP also issues updated Contract Program guidelines and

requires that each Dealer's staff, including newly hired support teams, attend mandated training to maintain their authorization status.

HP's Dealer Contract Program team believes it is always better to over communicate to ensure messages are received; therefore, in addition to email communications to all approved Dealers, the team also posts important and relevant content on a secure HP Dealer Portal only available to authorized Dealers.

- g) Describe your process for updating your Dealer channel whenever your Price Lists are updated and approved by the Lead State, or when there are Amendments to the Master Agreement.

As part of the HP Contract Dealer Program, HP updates our Dealers and Distributors whenever our Price list is updated, as approved by the Lead State. A bulletin with the approved price list update is sent to authorized Dealers, notifying them that the updated and approved price file will also be available on the publicly available Master Agreement e-commerce site.

**2) Useful Life of a Device and Legacy Equipment:**

- a) Describe your process for determining Useful Life on a Device, with the understanding that it is not always based on passage of time alone.

- i) Do you factor in down-time, parts replacement, and number of Service Calls etc.?

HP factors in the following measures to determine the "useful life of a device."

- **Useful Live of Device.** Period from product introduction to the end of sales and service life.
- **Number of Service Calls.** If a device continues to have issues after parts have been replaced, HP will determine if there are any other available solutions; if none, HP may determine the device is end-of-life (EOL). An EOL product is a product at the end of the product lifecycle, which prevents users from receiving updates, indicating that the product is at the end of its useful life.
- **Print Volume.** HP devices are made to print based on the device's technical specification; if the device prints above the recommended volume and utilization ratio, and the device starts to fail and parts are no longer resolving the issue, HP may EOL the device.
- **End of Support Life.** End of Support is approximately five (5) years following the date the product is no longer offered for sale, and when spare parts and/or supplies are no longer available. When applicable, HP may continue providing support based upon reasonable efforts only, until parts are discontinued.
- **End of Service Life.** End of Service Life is when the number of pages printed exceeds the life expectancy of the device.

- b) Describe your ability to perform maintenance on Legacy Equipment.

- i) Are you able to provide service on customer owned Equipment that was acquired from another Manufacturer? If so, how?

Yes. HP has the ability to support devices from over 30 print OEM brands and over 3,000 unique models, including printers, MFD and copiers.

- ii) Are your Technicians cross-trained in multiple Manufacturer Devices?

Yes, HP authorized technicians are cross-trained.

**3) Performance Standards:**

- a) Describe the methodology used to develop your organization’s performance standards and the processes and tools used to monitor and measure performance against those standards.

HP’s methodology tracks our service performance against a set of world-class metrics including non-reporting devices (NRD), DCA Uptime: Supplies Delivery; Installation/Move/Add/Change/Delete (IMACD) task completion; On-time Billing: Response Time Met (RTM) and First time Fix (FTF); Onboarding of new accounts; Call Entry Response.

**Figure 1. World Class Metrics Summary example.**

**World Class Metrics Summary (Rolling 4 Week Average)**

Metric	World class target	Current Performance	Next Steps/ Notes
NRD	3%	2.6%	• New round started on Nov. 1 <sup>st</sup> , quarterly rounds in place
DCA Uptime	99%	97% FMA 97% UDA	• 48 FMA accounts down - 19 COVID impacted, 12 related to Enzo Clinics Lab – 13 verge mobile (closed) • 10 UDA accounts last week with servers down
Supplies	98%	TBC	• Data is outdated (HC issues creating inability to collect data) • Everything possible is being pushed to S4, but not seeing enough product so having to divert to SN • Spot checked a few accounts to validate current performance – found nothing concerning • Zach performs this activity, is on FTO and will start up again in a few weeks
IMACD	99% TAT (48 hr SLA) 99% Quality	97% TAT (48 hr SLA) 100% Quality	• OT was on hold, but were seeing a backlog so began to allow OT again • All requests completed within 34 hours • Staffing is challenged, 1 req currently open
Billing	99% TAT (30 days) 99% Quality	99% TAT 99% Quality	• 100% of available dollars were invoiced by Oct 31 <sup>st</sup>
Field Support	95% RTM 85% FTF	91% RTM 80% FTF	• Focusing on improving FTF for DBD • Attention on FTF outliers – showing material improvement • Continue to struggle with data integrity issues
Onboarding	A3 21 Days to Entitle A4 3 Days to Entitle	22 Days 2 Days	• Undergoing an E2E redesign of A3 process with the intent to streamline and eliminate/reduce manual work
Call Entry	90% Response Time (<3 min)	91%	• Technical training is 73% complete and is currently stopped • 16 agents onboard and taking calls

- b) Provide a sample report which contains the following data: Uptime percentage (%) per fleet of Devices, number of Service Calls placed, Response Time per Device, dates that Preventative Maintenance was performed, hours of end-user training performed, and estimated end of Useful Life per Device based on current usage.

Please see separate file, **Technical Response Exhibit 2 - Sample Report for Attachment F Part II Section 3b.**

- i) Can customers obtain this reporting information online? If so, how do they access it? Is a log-in required?

Yes. Customers can obtain this reporting information online through HP Device Control Center, or Express Decision Portal, which is a web-based interface included in the HP offering. Both are secured websites accessible by a customer with a login and password provided by HP.

With 24/7 access via log-in, customers can view various reports, download reports, obtain their own ad-hoc reports, and export information.

- ii) Can the information be exported?

Yes.

**iii) Can customers obtain their own Ad-hoc reports?**

Yes.

**iv) What additional tools or features does your reporting system offer?**

HP has a wide range of additional tools and features available through secure portal access, including tools that provide Purchasing Entities access to perform the following:

- View account information, including a listing of devices, device location addresses, and consumables information
- View page count tracking and utilization information (provided Data Collection Agent is installed)
- Order replacement consumables and view shipping status of the orders
- Request technical support service for applicable technical support service levels
- Export maintenance services contract information, device data, and usage data

**c) Provide a copy of your organization's standard SLA. This SLA must, at a minimum, adhere to the requirements outlined in the Scope of Work.**

Please see separate file, **Technical Response Exhibit 3 - HP Standard SLA for Attachment F Part II Section 3c.** HP's SLA offerings meet the requirements outlined in Attachment B Section IV.A.2 Standard Service Levels.

**d) Describe your organization's ability to meet or exceed the Service Response Times as outlined in the Scope of Work.**

As to Service Response Times, HP's structure relies on both remote and onsite support services to resolve technical issues. For MPS, the use of HP tools such as Device Control Center with proactive service notifications helps HP meet or exceed Service Response Times. Remote problem diagnosis takes place whenever the customer places a service request. Prior to providing onsite assistance, HP initiates and performs remote diagnosis using electronic remote support tools, where available, to access covered products. HP may use other available means to facilitate remote problem resolution as well.

Sixty-Five percent (65%) of services calls can be resolved by remote problem diagnosis without a technician going onsite. Service event reporting and review verifies that HP is meeting or exceeding agreed upon service levels and customer expectations.

**e) How does your organization measure Technician performance?**

**i) Are they evaluated based on the number of Service Calls completed, or the amount of time at a Service Call?**

HP's technician performance is based on the number of service calls completed within the applicable service level. Service support is measured from the time the service ticket is logged to the time the ticket is closed out by the service technician.

**f) Describe your end-user training process for Equipment. How do you allocate resources to conduct the training?**

**i) How long are your training sessions?**

A combination of off-site operational training (Web-based) and onsite training (Device Familiarization) during hardware installation lasts approximately one (1) hour. The length of onsite training sessions is customized to fit the training required. Additionally, Purchasing Entities can request onsite custom training sessions for a flat rate fee.

#### **End-User Training Process**

Since HP recognizes that each user may benefit from a different learning approach, we can structure training to be delivered through a variety of methods described below.

- Self-Paced Training: Job aids and videos
- Web-Based Training: Basic Webinar
- Onsite Training: Basic Device Familiarization

#### **Self-Paced Training**

Self-paced training includes job aids and videos, hosted on a website, that are focused on a specific task and typically delivered as .pdf documents. Job aids, which are typically 1-2 pages, can be printed, shared, and emailed for unlimited use by the Purchasing Entity.

Videos utilize a series of video or animation tutorials utilizing text, static graphics, to convey knowledge about specific tasks.

HP may provide content about specific tasks, features and functions of HP hardware, software and solutions in the form of job aids and/or videos. Examples of job aids and videos can be found at <http://www.hpusertraining.com/hp/Portal>.

Purchasing Entities will receive access to job aids and videos as appropriate to demonstrate the following:

- Control Panel Familiarization
- Copy Features
- Scan to Email, Scan to Fax, Scan to Folder, Scan to Device Memory
- Creating and retrieving Stored Jobs
- Replacing Media and Consumables: Paper, Toner, Print Drums, Ink and Staples
- Authentication at the device (if applicable)

#### **Web-Based Training: Basic Webinar**

HP can provide interactive and engaging training to geographically dispersed audiences.

Basic Webinar Training includes live slides, screen sharing, audio conferencing via phone or Voice over IP (VOIP), chat-based Q&A and direct interaction with a live instructor.

#### **Onsite Training: Basic Device Familiarization**

As new devices are installed and configured, HP installation technicians can provide brief, informal device orientation for local and key device contacts covering key device features including basic copy and scan, as applicable.

This is a high-level overview designed to provide a basic understanding of how devices operate. Basic functions, such as loading consumables, clearing paper jams, replenishing toner cartridges, and basic front-panel usage are included.

- g)** Describe how your organization provides proactive Preventative Maintenance to address technical issues before they become operational problems.

Preventative maintenance is included in HP's Maintenance services offer. Upon receipt of maintenance cycle alerts, HP evaluates service or part needs based on device usage. The frequency of preventative maintenance varies by device model and depends on device utilization.

Service technicians perform preventative maintenance and cleanings at each visit. This approach enables devices to have fewer service calls and longer useful life.

HP may also leverage technologies such as Remote Management and proactive management tools that provides a combination of skilled personnel secure remote access for the customer's HP-managed fleet. When maintenance or repair services are needed, a remotely located engineer can perform diagnostic services on a device and either repair it remotely, when feasible through configuration, reset, or upgrade options, or provide the most current diagnostic information to a repair technician, before dispatch, to enable successful service of the device on the first visit. Non-reporting devices can also be identified, and a resolution put in place promptly providing for accurate reporting and timely supplies delivery and reducing potential downtime.

- i)** What type of Preventative Maintenance is done at the time of a Service Call?

At the time of a service call, the HP-authorized technician performs several preventative maintenance activities:

- Installs available engineering improvements to ensure proper operation of the device, maintain compatibility with the replacement parts or maintain supportability by HP.
- May update device firmware if needed to maintain operational performance of the device.
- Provides support services not associated with a customer-initiated repair case in order to maintain device operability and functionality.

Utilizing HP Tools, HP will provide ongoing remote monitoring and management, and may order maintenance kits. HP will dispatch an HP authorized technician to install all applicable replacement parts from a maintenance kit. The service is completed when the HP authorized technician replaces any needed parts from the maintenance kit and successfully prints a test page.

- ii)** How is a Purchasing Entity notified that Preventative Maintenance is needed?

At every service visit, HP authorized technicians are accessing and replacing worn parts as needed. In addition, each HP device prompts for routine maintenance. The device control panel will display the message "Perform Printer Maintenance" when a new maintenance kit needs to be installed, so the user is aware. Under an HP MPS agreement, HP receives automatic notification through the collection agent that preventative maintenance is required. A service visit will be automatically scheduled and a service technician will be dispatched.

- h)** Describe your process for communicating with customers regarding inoperable Equipment, including updates for resolution timeframe, and any parts, Accessories, or Devices that are on back-order.

The HP Account Manager, Client Success Manager, or Services Delivery Manager will communicate with customers regarding inoperable equipment, including updates for resolution timeframe and any backordered parts, accessories, or devices.

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To support the agreement, HP does the following:

- Establishes an account-management structure that provides Purchasing Entity with a single point of contact for ongoing deliverables and support.
- Proactively monitors devices and supplies, provides access to priority technical support, both onsite and/or remote, and provides options for supplies replenishment to help maximize device uptime and availability.
- Monitors the fleet and leverages online reporting to obtain valuable device usage information, enabling Purchasing Entity to assess, adjust, and optimized hardware usage as needed.

HP works closely with the Purchasing Entity to facilitate ongoing effective management of the imaging and printing environment, allowing the Purchasing Entity to focus on core business issues.

**4) How do you ensure that software patches and updates are communicated to the customer?**

HP ensures that software patches and updates for HP-branded Software are communicated through HP Support Alert emails sent to customers and/or through the HP Customer Success Manager (CSM). As Software Products are updated, registered customers receive email alerts with a link to the Software Updates and Licensing portal. E-mail alerts are sent from HP [alerts@alerts.hp.com].

HP ensures that firmware updates are communicated through the HP CSM. HP firmware updates are performed no more than twice annually, unless otherwise requested by HP. The Purchasing Entity has the responsibility to verify and ensure that the new version will not provide compatibility issues within the customer environment.

**5) Customer Service:**

- a) Describe how your organization responds to customer complaints. Identify your escalation process and the personnel that will handle these issues.**

The HP Account Manager, CSM, or Service Delivery Manager assigned to a Purchasing Entity's purchase is the first point of contact to respond to customer complaints and has overall responsibility for escalations, working with the Purchasing Entity to gain agreement on the definition, action and success criteria associated with escalations arising during the engagement and to ensure customer satisfaction.

**HP Escalation Process and Personnel**

Following a documented and proven escalation process, HP will engage the necessary contacts, including HP's Escalation Manager, and be the focal point for ongoing, regular communication with NASPO ValuePoint until issues are resolved in the most time-effective and efficient manner possible. This accountability directly ties to SLA measurement, customer satisfaction, and product quality.

The escalation management process ensures the appropriate level of management focus and resources to resolve persistent, difficult, or high business-impact customer issues. It also serves to check that the communication level with Purchasing Entities is consistent with the severity of the issue. Complementing HP's general standard process framework, escalation management provides ground rules for meeting the demands of any exceptional situation.



HP Customer Engineers have many avenues of support beyond their own technical experience, product documentation, and product training. If it is determined that additional technical expertise is required, Customer Engineers will contact Tech Assist and leverage HP's defined internal "elevation process" for engaging peer and higher-level technical resources, Level 2 and then Level 3, if needed. Contact with these more experienced engineering resources is made via phone or e-mail and provides further troubleshooting analysis and alternatives for better diagnosis, part and product replacement recommendations, and full case documentation.

Most problems are readily resolved through the HP order management, services, or sales team escalation process. One benefit of the NASPO ValuePoint contract is that Purchasing Entities can contact the assigned HP Master Agreement Contract Sales Management Director directly at any time for immediate escalation, avoiding the frustration that can come with waiting for resolution through normal channels.

HP has assigned Debra Lee to be the HP Master Agreement Contract Sales Management Director to support this contract and provide escalation at the highest level when needed. Purchasing Entities can reach out regarding any issue, big or small, with any part of their contract experience—including quotes, purchase order processing, billing/invoicing, returns, delivery, and any part of the warranty, maintenance or MPS services. This single point of contact managing the contract has a goal to achieve 100% customer satisfaction throughout the term of the Master Agreement and has successfully provided complaint resolutions, with the exception of matters impacted by the pandemic.

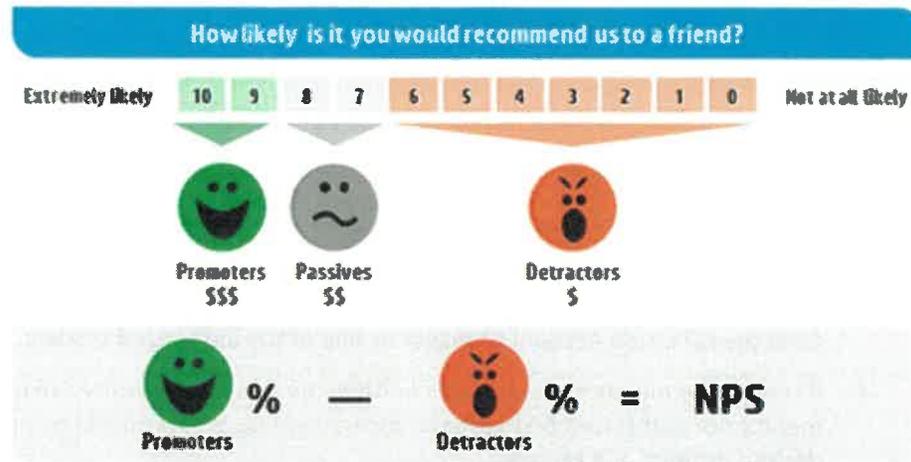
Debra reports to the Head of US Public Sector Sales and has been with HP for 27 years. She interacts daily with numerous internal HP teams, including General Sales Managers, Inside Sales General Managers, Territory and Inside Sales Account Managers, Services Sales Managers, Partner Program and Channel Managers, Business Unit VPs and Product/Category Managers, Executive VP of Service Delivery and MPS Managers and Management, Technical Teams, and Order Management and Management teams in each area. Debra's assignment to manage all aspects of the Master Agreement is the result of her extensive industry knowledge, leadership and problem-solving skills.

- b) Describe how you assess customer satisfaction. Do you send out user surveys, call customers directly, or schedule routine on-site visits?**

HP Sales, Services, and Client Success Managers contact customers directly and conduct regularly scheduled on-site visits with customers to verify their experiences with HP. HP's Quality Policy, with its focus on exceptional customer experience, is embedded in everything we do. Each one of us continuously strives to meet your requirements with undivided focus and make a positive impact on your HP experience. We are an advocate through the Voice of the Customer.

HP also measures customer experience through the Net Promoter System (NPS), an industry standard metric that allows HP to compare itself against competitors, evaluate and improve. The Net Promoter Score measures the willingness of clients to recommend a brand by calculating the percentage of brand promoters subtracting the percentage of brand detractors.

Figure 2. Measuring Customer Experience using the Net Promoter System



c) What are your quality assurance measures and how are they handled in your organization?

HP has a comprehensive Quality Assurance framework in place to ensure it provides high quality products. The framework covers key aspects of the design, supplier, new product introduction, and production and customer experience aspects of the product lifecycle. Critical to Quality parameters of the products are identified and tracked throughout this lifecycle via new product qualification gates, product test and audit strategies, workmanship standards, and the ongoing monitoring of product performance.

The same process, components, and testing methods are used worldwide to ensure all HP products are consistent and meet with the high quality standards set. Only high-quality components that meet with HP’s specifications are used, which HP’s Supply Chain regularly audits and inspects to ensure the standards expected by HP are met.

One-hundred percent (100%) of HP products undergo a full functionality test during manufacturing, as well as a detailed cosmetic inspection. During product assembly and testing, component information and test results are stored in a database for traceability. This data is used for continuous improvement and can also be used for better managing any class issues should they arise. Before units leave the factory to be delivered, a sample is taken, and these items undergo another full functional, completeness, correctness, and cosmetic inspection, which is also known as an "Out of Box Audit."

**Quality Management System**

HP operates a Quality Management System that complies with the requirements of BS EN ISO 9001:2015. The HP Quality Management System is a framework for process-based business management and is our company’s registered and documented quality management system. It defines the key processes that create value for HP customers. The process architecture is designed to meet customer expectations and provide leadership and support. Key business processes are documented, with special emphasis placed on simplicity, clarity, and disclosure of mandatory information, such as links to other processes, responsibilities, and performance metrics. In line with the overall HP strategy, HP evaluates internal and external processes and uses these findings to drive continuous improvements in the system.

The HP management team empowers management representatives within each business function to lead the deployment of the quality strategy and to administer the Quality Management System to best meet HP customers' changing business needs.

**6) Ordering Process:**

- a) Describe the ordering process, including steps to expedite Orders.

**Step 1: Quote or Proposal**

Prior to the ordering process, the Purchasing Entity obtains a quote or proposal.

- For drop ship products, a Purchasing Entity can generate a quote on the Master Agreement website portal or on its Participating State contract website. The Purchasing Entity can also obtain a quote from the HP Inside Account Manager or one of the authorized Dealers.
- If requesting maintenance services or MPS, the Purchasing Entity can contact any local sales team member or authorized Dealer for an assessment, quote, proposal or Statement of Work on the desired product and services.

The Purchasing Entity should note any urgent need or specific timeframe at the time of the quote request so that HP can review product availability and the services timeline with the Purchasing Entity. HP can then outline the different product options to meet the Purchasing Entity's needs based on the timeline and product specifications.

**Step 2: Purchase Order**

The Purchasing Entity submits a Purchase Order with the quote (or reference to the quote or SOW) through fax, email, online order or punch out site. HP maintains a fax option to accommodate all Purchasing Entities, though orders are mostly submitted via email or the online website or portal, or provided to the HP Services or Dealer team when services are included under a SOW. At this time, Purchasing Entities can outline any specific timeframes to ensure the team is aware of any urgent needs.

All Purchase Orders need to be made out to HP Inc. or HP with the ordering address referenced below. The Purchase Order needs to include the Contract Number in the body of the Purchase Order. We request a copy of the quote, email address, ship to location or drop ship locations, delivery date requirements and any other special information, if applicable. Orders can either be faxed to 800-825-2329, emailed to [PSorderprocessing@hp.com](mailto:PSorderprocessing@hp.com), or placed via the State site reached by clicking on the map at (URL to be determined upon award).

HP Inc.  
Attn: Public Sector Sales  
3800 Quick Hill Road, Building 2, Suite 100  
Austin, TX 78728  
Ordering email box: [PSorderprocessing@hp.com](mailto:PSorderprocessing@hp.com)

If faxing an order to HP, please include your email address on the Purchase Order or fax cover page so you can receive an order confirmation within 48 hours of receipt of the fax. If you do not receive the order confirmation within 48 hours, this may indicate an issue with your Purchase Order (for example, fax was not received or Purchase Order is not readable). To ensure your order is processed, please send inquires to [PSorderprocessing@hp.com](mailto:PSorderprocessing@hp.com) if your order confirmation has not been received.

Purchasing Entity Purchase Orders that include maintenance or MPS services can be submitted as noted above or provided to the Services team for processing. For product purchased or financed utilizing MPS

services, an HP Client Success Manager (CSM) is assigned for the duration of the Statement of Work agreement. When the SOW is accepted, the customer can submit the Purchase Order to the HP CSM, either with the executed SOW or with the SOW number noted on the PO as a form of acceptance. The CSM will track the order and communicate with the Purchasing Entity on the delivery timeline until the order is delivered. The HP Client Manager will expedite orders, as needed, on behalf of the Purchasing Entity.

### **Step 3: Order Processing and Escalation**

For drop ship orders, the Purchasing Entity will receive an order confirmation that outlines the specific product order and estimated ship date. If the Purchasing Entity needs the product sooner than the standard contract delivery time or what is available for the product, the Purchasing Entity can escalate to the Order Management Customer Service Representative (CSR), sales team, or HP Master Agreement Contract Sales Management Director to work with Order Management and supply chain to escalate an urgent order.

If escalated, the HP contact will prioritize the order and work with the Purchasing Entity to meet its specific needs. HP has two (2) potential options based on Purchasing Entity preference and as allowed under the contract: 1) Provide available alternate product options that meet or exceed current product specifications at the same or lower price, based on approval as allowed under the Participating State Agreement; or 2) review product availability in Distribution through one of the authorized dealers.

For HP orders that include product, HP sends a shipment confirmation to notify the Purchasing Entity that the product is scheduled with the transportation company. This notification informs the Purchasing Entity that the product is on its way to the designated ship to address on the Purchase Order, so they can prepare for receipt. Shipment confirmations include the same information as order confirmations, with additional details such as serial numbers, carrier name and air bill number, and delivery timeframe.

For MPS, the HP CSM notifies the Purchasing Entity and schedules the services based on the dates and times requested by the Purchasing Entity.

For order inquiries such as changes, status, estimated delivery times or expedites, invoicing or billing questions, contact an HP Order Management Customer Service Representative (CSR) at one of the toll-free numbers below and follow the prompts (Option 2, Option 2).

- 1.888.202.4682
- 1.800.888.3224
- 1.800.727.2472

If a Purchasing Entity is not sure who to call or needs escalation on an order, the Purchasing Entity may always call the assigned HP Master Agreement Contract Sales Management Director. Having a “single point of contact” on this contract provides every Purchasing Entity one number to call to handle every facet of its experience with the HP organization to ensure an order is processed and each experience is a positive one.

**b) Describe your organization’s process for resolving disputed invoices, including escalation procedures.**

For hardware purchases, HP’s standard process for resolving invoice disputes is to direct the issue to the Order Management Customer Service Representative (CSR), who will research the dispute details. Once details are confirmed, HP applies a credit against the open invoice. For invoices already paid, HP generates a credit memo invoice for the customer to use towards other invoices. Credits on

procurement cards are seen within 3-5 business days. For customers that prefer a check, HP sends a check release form for confirmation of their request.

Escalations of unresolved invoice disputes are sent to the assigned HP Master Agreement Contract Sales Management Director, who ensures that unresolved disputes are handled to the Purchasing Entity's satisfaction. Having a single point of contact for escalations, or any other concern big or small, at any time, provides comfort that a Purchasing Entity will not have to call numerous people to get an issue resolved.

Maintenance or MPS disputed invoices are handled directly by the HP Account Manager or Client Success Manager assigned to the Purchasing Entity disputing the invoice. As the services contact, HP has overall responsibility for escalations and will work with the HP Master Agreement Contract Sales Management Director and the Purchasing Entity to gain agreement on the definition, action and success criteria associated with any escalations that arise during the services engagement.

- c) Describe your organization's process for issuing refunds or credits to customers due to invoicing errors, over-payments and Product returns.**

HP generates a credit memo for refunds, errors, or over-payments, which confirms the credit was applied for any credits due to invoicing errors, overpayments and product returns. If the customer has already paid the invoice, HP generates a credit memo that that can be used against other invoices. If a credit was generated under a procurement card (credit card), the Purchasing Entity will receive that confirmation in a credit memo that notes a credit was applied to a credit card transaction for the Purchasing Entity's records. Credits on procurement cards are seen within 3-5 business days. For customers that prefer a check, HP sends a check release form for confirmation of their request. The check is generated and mailed to the designated contact and address. For product returns, credits are applied to the open invoice after receipt of the returned product. Escalations regarding refunds, credits, invoicing errors, overpayments or product returns can be emailed directly to the HP Master Agreement Contract Sales Management Director assigned to manage the HP awarded contract, who ensures unresolved issues are resolved to the Purchasing Entity's satisfaction.

For MPS, or if selected for Maintenance Services Agreements, the HP Account Manager or Client Success Manager is the single point of contact regarding invoicing. Credits or refunds due to the customer from invoicing errors or overpayments will appear on the invoice issued on the following month's regular billing cycle. For MPS, and as applicable for Maintenance Services Agreements, devices need to be connected to the network to properly report usage, in order to maintain accurate invoicing and prevent errors.

- d) Describe the steps your organization takes to mitigate supply-chain issues and how you ensure that Products are available to Purchasing Entities with minimal delays.**

As we continue to navigate the impact of supply chain disruptions during these unprecedented times, HP remains steadfastly focused on our customers as we rigorously address and mitigate evolving challenges. As part of our component-level supply chain, HP relies on multiple suppliers and components on a worldwide basis, while adhering to the highest quality standards, to assure supply chain stability while not sacrificing product quality. HP has been working to grow our supplier base, negotiate long-term supply commitments, and we've been working with our freight/transportation partners to increase capacity and speed delivery during these times of high demand.

HP will continue to work closely with each Purchasing Entity to identify products that have better lead times to meet its needs and keep the Purchasing Entity updated on its orders.

**7) Organizational Security:**

- a) Provide a copy of your organization's Data Breach plan.

The HP organization's Data Breach plan can be found in the separate file, **Technical Response Exhibit 4 - Data Breach Plan for Attachment F Part II Section 7a.**

- b) Describe, in detail, how it adheres to NIST standards. Your response must include your policies regarding breach detection, notification, and response time.

Modeled after the NIST Computer Security Incident Handling protocols, HP follows a developed Cyber Incident Management (CIM) Process. The Process addresses purpose, scope, roles, responsibilities, management commitment, organizational coordination, implementation procedures, and compliance checking. HP reviews and updates the CIM Process annually.

A Cyber Incident Response Team (CIM Team), which includes HP Cybersecurity personnel trained in incident response and crisis management, is regularly assembled for table-top reviews of process and any incident or event. The CIM Team includes the following specific roles: Event Identifier, CIM Manager, Technical CIM Lead, Technical CIM Team, Crisis Management Lead, Event Manager, and, as needed, subject matter experts, business unit representatives, members of legal, or system/database/network administrators. The CIM Team will maintain CIM logs as detailed in the CIM Process, as well as any other documentation related to an information security incident. Incident information is labelled 'Confidential' and stored appropriately, with summaries of ongoing investigations and remediation activities. The CIM Manager will lead the after-action reporting, which documents the incident.

All HP workers, contingent workers, and business partners are required to report all security events that are in violation of HP policies, standards, business practices, or relevant regulatory requirements and laws. Security events, including instances of data breach, are reported to the Security Operations Center (SOC) through a 24 x 7 online process. Please contact: SOC@hp.com.

**Fleet Security**

HP was the first company to have a NIST approved security checklist for print devices. Five years ago, HP took print fleet security to the next level by introducing HP Security Manager (HP SM). HP SM continually monitors all (250+) security settings on the entire HP fleet; if any settings are found out of compliance, they will be immediately remediated (set to conform with the policy). The base security policy included with HP SM is based on the HP NIST Security Checklist, but most clients modify the base policy to meet their specific security requirements.

HP SM includes a feature called Instant-On Security, where devices will be assessed and remediated automatically as soon as they are added to the network. This eliminates the lengthy security exposure between the time when a device is first added (or serviced) and when the security settings are applied.

HP SM also provides comprehensive compliance reporting, so Purchasing Entities can easily prove compliance of the entire HP fleet with the corporate printer security policy at any time.

HP SM provides unique features not available from any of our competitors and has received recognition from industry groups, including the BLI award for Outstanding Achievement in Security Solutions.

- c) Has there been a data breach that has affected a Purchasing Entity within the last three (3) years? If so, how did you resolve the issue?

HP has not had a data breach, to our knowledge, that has affected any Purchasing Entity within the last three (3) years.

**8) Hard Drive Protocols:**

- a) Describe, in detail, the protocols that are followed for hard drive sanitation and removal.

The HP devices comply with current U.S. Government requirements for Clear and Purge when clearing confidential data from a hard disk as specified in Updated DSS Clearing and Sanitization Matrix as of June 28, 2007, and NIST Special Publication 800-88, Guidelines for Media Sanitation (R1 December 2014) that supersedes the US DOD 5220-2.M (1997 edition) specification.

**HP Custom Hardware Recycling and On-Site Data Destruction**

HP provides a secure and responsible way for customers to retire their IT assets. Purchasing Entities can work with HP to develop solutions that meet their security and sustainability needs.

Services that HP provides include:

- Complete destruction and recycling at state-of-the-art recycling facilities
- Onsite data destruction (degaussing or shredding)
- Asset tracking, auditing, and certificates of destruction
- Complete transportation and logistics coordination

*Reliable Security*

NASPO ValuePoint can be confident that HP handles private information correctly and securely, and that HP's recycling processes are environmentally responsible. All data that remains on storage devices is irrevocably destroyed during recycling. Plus, the recycling process itself complies with U.S. Environmental Protection Agency standards and all applicable environmental regulations.

HP offers a certificate of destruction on request, signifying that we have properly destroyed the products and that the data cannot be accessed. HP also offers specialized reports that include additional details that may be needed, such as serial numbers of the recycled items. HP can also provide documentation to show device chain of custody.

*Customized and Compliant*

HP works with NASPO ValuePoint and Purchasing Entities to create a customized solution that ensures hardware is destroyed and recycled in a way that meets even the most stringent requirements. HP's secure and certified data destruction complies with Department of Defense standard 5220.22-M, the Health Insurance Portability and Accountability Act (HIPAA), Gramm-Leach-Bliley, and other privacy protection laws. HP can destroy data on all types of media, including hard drives, servers, DVDs, CDs, floppy disks, magnetic tape, USB memory sticks, and Secure Digital cards.

**HP Large-Format Media Recycling**

HP offers recycling for certain commercial and industrial signage media, as well as HP graphics and technical media from banner and sign material to films and backlit materials. State-of-the-art processes ensure the plastics used in these printing materials are recycled in a way that conserves resources.

**Defective Media Retention**

If Defective Media Retention (DMR) was added to the Purchasing Entity's Device or MPS contract, the service will be delivered and scheduled at the time a Device is removed from the customer site by HP or an HP Authorized Dealer. With DMR, the Purchasing Entity retains all defective hard disks or SSD/Flash drive components (Disk). All Disks on all Devices must participate in the Defective Media Retention service. HP waives the right to take possession and title of a defective Disk covered by the Defective

Media Retention service in the event a replacement product is delivered by HP to the Purchasing Entity. The Purchasing Entity will retain all defective Disks supported by HP, and the Purchasing Entity remains fully responsible for the protection and privacy of the data residing on the defective Disk.

**b) How will your organization ensure that your Authorized Dealers conform to these requirements?**

HP Dealers that are HP-authorized for hard drive removal are contractually-required to strictly adhere to the HP Defective Media Retention guidelines. If a Purchasing Entity adds DMR to its Device or MPS contract, the service will be delivered and scheduled at the time a Device is removed from the customer site by HP or an HP Authorized Dealer.

**c) What is your process for ensuring that other Manufacturers don't remove hard drives in your Equipment?**

As the Manufacturer of HP branded products, HP only allows HP Dealers that are HP-authorized for hard drive removal to remove hard drives from HP branded Devices. Other Manufacturers are not authorized to remove the hard drives from HP branded Devices. This restriction is industry standard and, to our knowledge, each Manufacturer respects and adheres to these guidelines. Accordingly, this is the process to ensure that other Manufacturers do not attempt to remove hard drives from HP branded products.

**9) Warranties:**

**a) Describe any additional warranties you offer on your Products.**

**Group A, A3:**

HP A3 Copier Managed Devices included are tied to maintenance services or MPS, providing Purchasing Entities the ability to select up to five (5) years of warranty break-fix services.

**Group B, A4 MFD and Group D, Single Function Printers:**

HP standard One-Year Limited Warranty is tied to the product. Upon award, for Devices included under maintenance services or MPS, Purchasing Entities have the option to select up to five (5) years of warranty break-fix services.

**Group E, Large/Wide Format Printers:**

Group E, Large/Wide Format Printers include a one-year limited warranty. Additional Full Service extended warranties (Care Packs) are also available for purchase, from 3 years up to 5 years and for future purchases on a 1-year or 2-year basis until the end of usable product life. Extended Care Pack warranties do not include Consumable supplies (Ink/Paper). The available extended warranty Care Packs are included in the Service-Supplies Pricing tab of Attachment G-5 - Group E Price List.

**Group F, Scanners:**

Beyond the standard warranty, HP offers Care Packs (extended warranties) that are available to cover products for up to five (5) years and can include product exchange or on-site service.

**b) Have you ever encountered a situation in which a customer exercised the Lemon Clause? If so, please describe the situation in detail, and include the type(s) of Devices this affected and your resolution in ensuring customer satisfaction.**

Occasionally, HP has had customers encounter a situation that rose to this level of the Lemon Clause. As a normal course of business, and owing to our commitment to customer satisfaction, HP replaces the device with a new or re-certified as new device that meets or exceeds the device specifications.

Specifically, a State agency had an E60175 LaserJet Managed Device that was printing on specialized grade paper for their specific certificates. We determined that a higher end device was needed to solve the problem the agency was experiencing. HP replaced their device with a LaserJet Managed MFP E877 Device that exceeded the agency's original Device specification without any additional cost to the State agency. The new replacement Device not only exceeded the agency's expectations—it handled the specialized grade paper smoothly.

We live in an imperfect world and issues will happen. How they are handled and the response time are what matters—whether the issue falls under a lemon clause or is a simple customer satisfaction issue—which is why these clauses exist. Because customer satisfaction is extremely important to HP, we are including this example that may not necessarily be based on the lemon clause within the Scope of Work, but does offer an example of a similar type of situation. We hope this example provides a measuring point on how we handle issues raised to HP, clearly showing we care and our customers satisfaction does matter to HP.

**10) Recycling and Trade-In Programs:**

- a) Do you offer a pickup program for end-of-life Devices? If so, please provide detail regarding the program and how customers can utilize it.

Yes. HP has a recycling service utilizing Planet Partners, which includes pickup, free recycling and a certificate of destruction for used equipment that is subject to the program terms. Purchasing Entities may utilize the service via a link HP can post under the Information Center on the awarded HP NASPO ValuePoint contract portal and Participating State sites. After selecting the recycle link, the Purchasing Entity will be asked questions regarding the devices to be recycled.

- b) Do you offer a used-cartridge trade-in allowance? If so, how does your program work?

HP offers a recycle take back program; however, this program does not provide a trade-in allowance. HP's toner recycling program is described in the next section.

- c) Describe your toner cartridge recycling program.

HP Planet Partners is HP's return and recycling program for computer equipment and printing supplies. The program is available in more than 50 countries and territories worldwide.

HP provides free and convenient ways to recycle used Original HP Ink and Toner Cartridges and Samsung toner cartridges:

- Drop off at a local authorized location.
- Receive free shipping labels and materials for an easy pack-and-ship experience.
- Request free pallet pickup for quantities over 76 toner cartridges or 1,000 ink cartridges.

HP ink and LaserJet cartridges returned through HP Planet Partners go through a multi-phase "closed loop" recycling process. The recycled plastic from empty cartridges is used to create new Original HP cartridges and other everyday products.

**11) Supply Management**

- a) Does your toner (or any other supplies) contain “smart chips,” any computer code, or any other design element that would disable the equipment or impair it in any way (i.e. exceeding an authorized number of copies, advancing the Device to a particular date or other numeral, etc.)?

HP’s toner does include “smart chips” that communicate with your Devices, allowing you to view how much ink/toner you have remaining before needing to reorder supplies (if using drop ship or purchasing maintenance services without supplies). HP chips on inkjet cartridges monitor ink levels to help prevent printhead damage when the cartridge is completely out of ink. Following cartridge installation, proprietary HP firmware on the chip authenticates the cartridge, confirming that an Original HP cartridge has been installed as opposed to a third-party cartridge or chip. In addition, electronic keying helps the chip check for proper installation and cartridge compatibility, ensuring that the correct cartridge is installed properly. In Original HP LaserJet toner cartridges, the HP chip is used to make necessary adjustments to the various components—assuring that the cartridge will provide optimum print quality even as components inside the cartridges start to wear. No personally identifiable information or protected health information is stored on the HP chip and, therefore, the chip does not disable the Device or impair it in any way.

- b) Can your Supplies be remanufactured by third-parties? What is your position on remanufactured ink cartridges?

One-hundred percent (100%) of HP toner cartridges and 85% of Original HP Ink cartridges contain recycled content. We are engineering the industry's most sustainable portfolio of products and solutions. We create our products and services following rigorous sustainable design principles, including 8,720 tonnes of postconsumer recycled content plastic used in HP printers and 8,680 tonnes used in HP ink and toner cartridges. Accordingly, the use of HP branded supplies is preferred and we do not offer remanufactured supplies by third parties.

**Figure 3. Baseline results of third party remanufactured ink cartridges compared to HP cartridges show HP provides the most sustainable offering.**

Impact category	Unit	HP Cartridge	Reman Cartridge	Reman % Higher than HP	HP % Lower than Reman
Global warming	kg CO2 eq	7.3 E-01	1.1 E+00	+ 46%	- 32%
Ozone depletion	kg CFC11 eq	5.2 E-07	7.6 E-07	+ 45%	- 31%
Terrestrial acidification	kg SO2 eq	5.0 E-03	7.1 E-03	+ 42%	- 30%
Freshwater eutrophication	kg P eq	1.3 E-04	1.9 E-04	+ 45%	- 31%
Human toxicity	kg 1,4-DCB	2.2 E-01	3.7 E-01	+ 67%	- 40%
Ozone formation	kg NOx eq	2.8 E-03	4.1 E-03	+ 46%	- 32%
Terrestrial ecotoxicity	kg 1,4-DCB	6.1 E-01	9.0 E-01	+ 48%	- 32%
Water consumption	m3	9.4 E-02	1.3 E-01	+ 43%	- 30%
Total primary energy	MJ	2.8 E+01	4.0 E+01	+ 43%	- 30%

**12) Managed Print Services:**

- a) How long has your organization been providing Managed Print Service solutions? Include any specialized training or experience that your organization or Key Personnel within your organization possess in your response.

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**Solicitation Number: RFP-NP-23-001**

HP Inc. has been in business for over 80 years and is a leading global provider of personal computing, imaging and printing products, and related technologies, solutions, and services, with more than 23 years delivering Managed Print Services.

HP is recognized as a full IT provider and the only company in the print market that can provide a complete HP-branded computing and printing solution to support a client’s digital transformation journey.

HP is leading the market in developing new digital technologies to help customers transform the way they capture, print, and share information. We believe that, because we serve such a wide range of customers, we have a unique perspective on their needs and an exceptional level of insight into how they may be solved. And we are committed to using our products, services, and ideas to unleash the exciting new possibilities just around the bend.

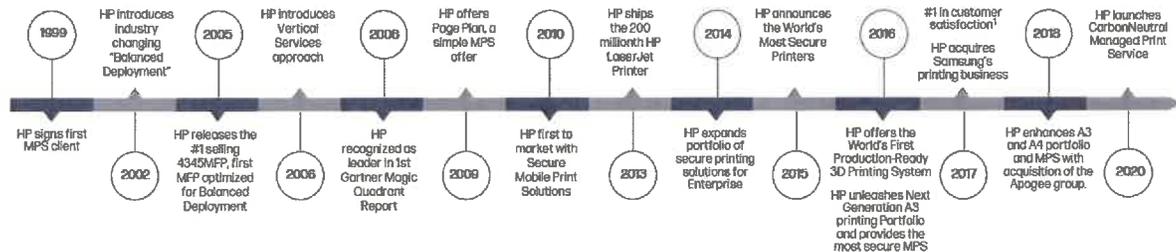
HP employs over 1,000 service individuals targeted to support MPS and Maintenance Services. All HP personnel are highly trained in their specific roles and activities. Technical engineers are trained and certified through the HP online training portal. Engineers must complete periodic training and appear for online tests to get certified.

**Figure 4. HP is well positioned to meet our clients’ evolving needs.**



<sup>1</sup>Newsweek, 2022; <sup>2</sup>The Wall Street Journal, Dec. 2021; <sup>3</sup>Keypoint Intelligence, BU PaceSetter various awards also in printer, MFP, e-commerce product categories; <sup>4</sup>JUST Capital 2022 Rankings - Technology & Hardware, Jan. 2022

**Figure 5. HP MPS Investments: A decade of advances delivers best-in-class client experiences.**



1. Data source: ORC International, May 2017. Conducted 1172 interviews in AMS, EMEA, APJ across 12 dimensions of satisfaction.

### Analyst Recognition and Industry Awards

Independent analysts name HP as a leader in security, professional services, sustainability, and supporting a distributed workforce. This experience gives us unique insight into clients' needs to reduce costs, drive productivity, and improve the customer experience.

Recent recognition includes:

- TSIA STAR Award 2022 for Innovation in enabling customer outcomes — professional services<sup>1</sup>
- Quocirca — Named a leader in Print Security Landscape<sup>2</sup>
- BLI PaceSetter<sup>3</sup> awards in numerous categories, including:
  - BLI A3 Line of the Year Award from Keypoint Intelligence (2023)
  - Special BLI Most Energy Efficient Laser A3 Brand Award from Keypoint Intelligence (2023-2025)
  - BLI A4 Line of the Year Award (2022)
  - Sustainability in the Office (2021-2022)
- HP was recognized as a leader in both the IDC MarketScape: Worldwide Print in the Distributed Workforce, 2022<sup>4</sup> and the IDC MarketScape: Worldwide Cloud MPS Hardcopy 2022.
- HP ranked No. 1 in Newsweek's 2023 ranking of "America's Most Responsible Companies"<sup>5</sup> marking the 4<sup>th</sup> consecutive year that HP has earned the top ranking.
- HP was recognized as one of the 2023 World's Most Ethical Companies® (WMEC) by the Ethisphere Institute for the third consecutive year.

- b) Describe in detail, what your organization's free initial assessment consists of. How do you identify what the needs of the customer are so that you can provide a preliminary estimated cost savings and make recommendations on how to improve fleet efficiency?**

HP's initial assessment (at no additional charge) will include all requirements listed in the RFP. HP's range of assessment services can help Purchasing Entities make better decisions regarding investment levels, infrastructure requirements, device utilization, resource allocation, mobility, environmental sustainability, security and risk management, and workflow enhancements.

HP's initial assessment considers attributes such as current infrastructure, support, supplies, and operational costs to develop a clear picture of the Purchasing Entity's current state.

We will meet with the Purchasing Entity to discuss its optimization goals and objectives. This customized approach sets us apart from our competition. Ideally, the Purchasing Entity will install a data collector like FM Audit to collect the device data. HP will complete a paper optimization from that data to offer an optimization.

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<sup>1</sup> <https://www.tsia.com/tsia.public.dev/media/pdf-file-storage/STAR-applications-2022/winners/hp-1457.pdf>

<sup>2</sup> <https://h20195.www2.hp.com/V2/GetPDF.aspx/4AA8-1111ENW.pdf>

<sup>3</sup> <https://keypointintelligence.com/new-awards?category=PaceSetter>

<sup>4</sup> [https://idcdocserv.com/US48596221e\\_HP](https://idcdocserv.com/US48596221e_HP)

<sup>5</sup> <https://www.newsweek.com/rankings/americas-most-responsible-companies-2023>

**Request for Proposals for  
Multi-Function Devices and Related Software, Services and Cloud Solutions**



Issued by the **State of Colorado**  
**Solicitation Number: RFP-NP-23-001**

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Specific device optimization considerations may include:

- **Retain:** When devices are operating on an effective cost-per-page and usage volume and device capabilities are aligned, we will recommend the devices remain as-is.
- **Replace:** We will recommend replacing devices when they have reached the end of their useful life, or if operating at a high cost-per-page.
- **Remove:** We often find our clients have more devices than needed. We will recommend devices to be removed based on cost, performance, and usage.
- **Reposition:** Print needs change over time and sometimes simply repositioning devices or moving page volumes to another device can significantly lower your print costs.
- **Consolidate:** HP may recommend an onsite optimization project (charges may apply). Consolidation of devices is an outcome of an onsite project. As a result, HP will review your fleet and provide consolidation recommendations to improve end-user productivity and satisfaction.

For MPS, HP can include the Managed Environment Assessment, which has 4 phases:

- **Planning and Preparation:** A Managed Services Account Manager works with Purchasing Entities to define the scope of the project—including locations and devices, plan logistics, and internal communication strategies—as well as the guiding principles for designing a future-state print fleet. The consultants partner with the Purchasing Entity's IT organization to gain approval and authorization for the use of network discovery tools to facilitate and augment the data collection process.
- **Data Gathering:** Using the Purchasing Entity's shared information, or the network discovery tools, consultant teams gather information on all of the imaging and printing devices. This helps HP understand the Purchasing Entity's specific fleet requirements in the areas of color printing, paper size, and output capabilities such as sorting and stapling. Furthermore, the consultants identify potential security risks and determine proactive measures to protect the networked imaging and printing environment.
- **Analysis and Report Writing:** HP consultants gather and assimilate the information they have gathered through the data-gathering exercise. They also review the Purchasing Entity's guiding principles and design criteria for the new fleet, such as user-to-device ratios, device functionality requirements, and security requirements. HP consultants then complete the design, ensuring that the future fleet meets the Purchasing Entity's requirements and that each Device achieves optimal utilization. This design work includes recommendations on appropriate solutions and services that can help reduce costs and streamline operational efficiency.
- **Presentation of Recommendations:** HP reports the results of the Managed Environment Assessment at an onsite presentation that includes the following:
  - A summary of the current printer, MFD, copier, scanner, and fax fleet, as scoped in the project.
  - If available, estimation of TCO, including impact on the environment, based on collected data.
  - Future state recommendations supported by a business case to guide management decisions, including controls and measures.
  - A plan that includes new technologies and services to help Purchasing Entity meet business objectives and evolve its information-sharing infrastructure.

The Managed Environment Assessment service helps articulate the financial and business impact of the imaging and printing environment and provides a compelling business case for an MPS engagement.

**c) Describe how you calculate realistic cost savings for implementation of MPS.**

HP calculates realistic cost savings using a representative sample of the Purchasing Entity's current actual cost to print (hardware, software, services, consumables, and any dedicated labor) as the baseline and compare it to the HP proposed solution pricing while holding page volume constant. HP then projects the savings across the enterprise by extrapolating the savings from the representative sample. Cost savings are derived from upgrading older technology and reducing the number devices in the current environment by deploying multifunction devices. Multifunction devices reduces operating costs by providing the same functionality of fax machines, copier and printers with fewer devices to operate.

Implementation of MPS is a comprehensive approach that show the true cost to print and the Total Cost of Ownership (TCO). Sustainable, long-term efficiency gains require imaging and printing to be approached as part of the organization's overall IT strategy.

A growing number of organizations are learning how to get the most from their imaging and printing investments. They are taking a more strategic approach to acquiring, managing, securing, supporting, and disposing of the assets involved in printing, copying, scanning, and faxing. They have right-sized printer fleets, refreshed copiers with multifunction devices, educated end-users and embraced networking technologies. They have even started to automate document and information workflows.

**d) Describe your organization's implementation strategy. The strategy should contain your approach to training, communication plans, and how continuous improvement and program management are collaboratively addressed.**

HP's implementation strategy considers each Purchasing Entity's requirements and priorities when implementing the new print environment. HP will assign an experienced project team for the deployment, led by an HP Transition (Project) Manager (TM) responsible for overseeing the entire MPS deployment. The TM, along with the extended HP project team, will work with the Purchasing Entity project team to develop a detailed project plan that will be utilized to manage all aspects of the implementation. HP establishes a formal cross-functional team to integrate and align communications and messaging to Purchasing Entity stakeholder groups.

An overview of the complete implementation process follows. Complexity, frequency, and/or number of implementation-deliverable activities may change to meet a Purchasing Entity's specific requirements.

- **Project Initiation**

- Project kickoff: transition project knowledge to the HP MPS delivery organization
- Establish and assign core team resources

- **Project Planning**

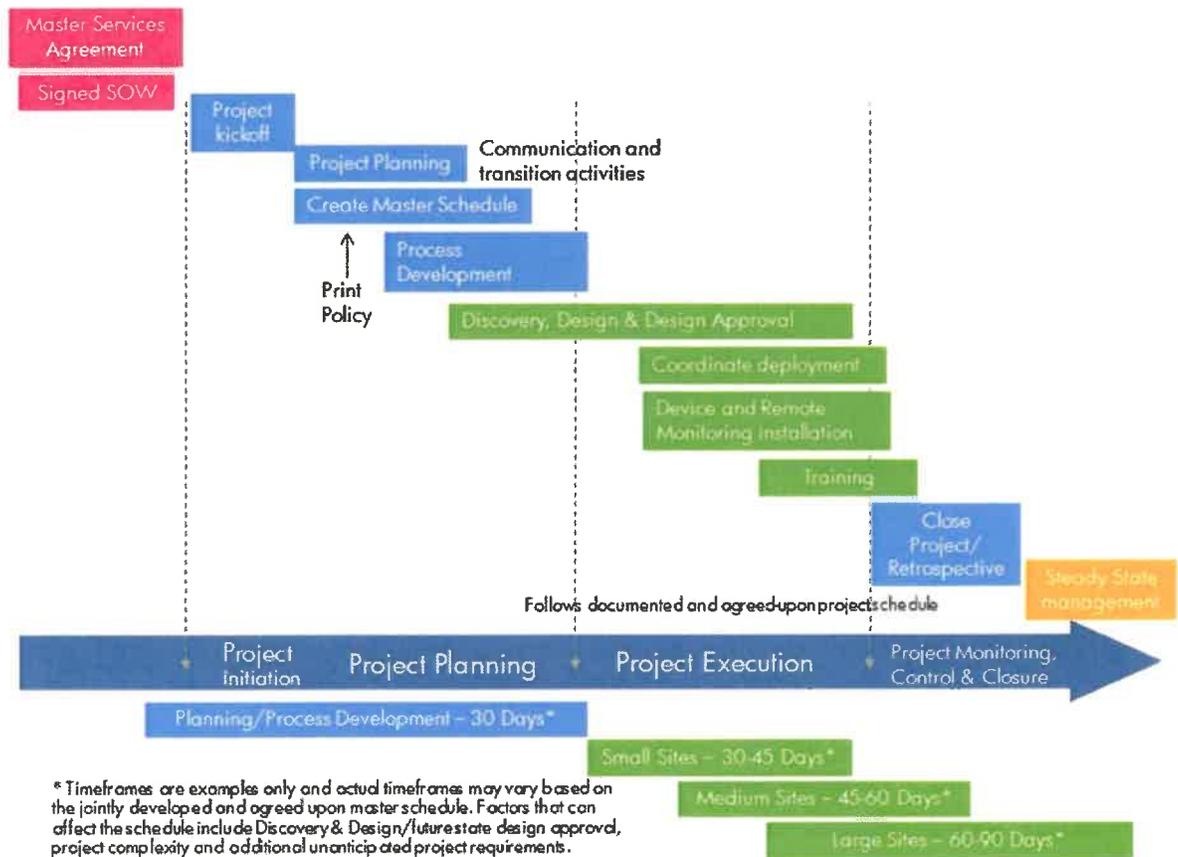
- Develop a Master Schedule to serve as the comprehensive project plan
- Develop a Management of Change communication campaign to help Purchasing Entity's IT inform end users of the upcoming change and benefits for them and the organization

- **Project Execution**

- Submit hardware, software, and accessories orders
- Coordinate equipment logistics

- Install hardware (single- and multi-function printers, etc.) at Purchasing Entity sites
  - Install and set up device management (HP Remote Management) infrastructure
  - Deliver training as appropriate
  - De-install existing/obsolete equipment
  - Complete deployment activity documentation
- **Project Monitoring and Control**
    - Internal and external status meetings during implementation for continuous communication
    - High-level program and deployment reviews with Purchasing Entity executives, as appropriate
    - Review and manage to project plan
- **Project Closure**
    - Solicit Purchasing Entity's feedback regarding project performance and facilitate reviews
    - Archive project documentation after deployment completion
    - Transition to HP Client Success Manager (CSM) for Purchasing Entity during MPS term

**Figure 6. Sample Implementation Plan and Timeline**



Training is a key component of the deployment process and, in HP’s experience, key to a successful implementation. Change often requires the alignment of people, processes, and technology with the goals and objectives of the change effort. HP works closely with customers to help employees not only have the knowledge they need, but also the motivation to adopt the new technologies and processes.

To facilitate communication and positive employee involvement, HP provides a robust Management of Change (MoC) methodology, tools and templates to help the Purchasing Entity prepare to effectively lead its organization through the changes that come with transitioning to HP MPS.

HP's approach for the support phase of the deployment involves establishing an ongoing account management structure for the Purchasing Entity. The HP Client Success Manager oversees the day-to-day administration, management, and support of the entity's imaging and printing environment to maintain optimum levels of availability and performance. The relationship between the HP CSM and the Purchasing Entity is fundamental to realizing maximum value from the MPS agreement.

To support the agreement, HP does the following:

- Establishes an account management structure with a single point of contact for ongoing deliverables and support.
- Proactively monitors devices and supplies, provides access to priority technical support (onsite and/or remote), and provides options for supplies replenishment to help maximize device uptime and availability.
- Leverages online reporting to obtain valuable device usage information, as well as visibility into print-related expenditures enabling the Purchasing Entity to assess, adjust, and optimize hardware usage as needed on an ongoing basis.
- Facilitates continuous improvement and program management, a collaboration between the Purchasing Entity and HP through regularly scheduled strategic performance reviews.

Through the effective fleet optimization, ongoing cost savings, improved productivity, and maximized availability delivered by HP's solution, the Purchasing Entity can focus on its core business objectives.

- e) Describe your training approach to ensure that customers are well versed in how to maximize your Managed Print Services approach. You should include the types of training available (targeted, web-based, on-site, one-on-one etc.) in your response.**

A combination of off-site operational training (Web-based) and onsite training (Device Familiarization) during hardware installation lasts approximately one (1) hour. The length of onsite training sessions is customized to fit the training required.

As new devices are installed and configured, HP installation technicians provide device orientation for local Purchasing Entity users and key device contacts. This is a high-level overview designed to provide a basic understanding of how devices operate, including basic copy and scan, loading consumables, clearing paper jams, replenishing toner cartridges, and basic front-panel usage.

Additional training options that may be available to Purchasing Entity for the one hour or longer include:

- Self-paced Training: Job aids and videos
- Web-Based Training: Basic Webinar
- Onsite training: Basic Device Familiarization

Please see HP's response in Section 3. Performance Standards, subsection f) i) for additional details.

- f) How does your organization remain competitive in the managed print industry to improve efficiencies? How do those efficiencies transfer to your customers?**

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To remain competitive, HP must develop new products and services, enhance our existing products and services, and compete effectively on equipment, security, pricing, software and solutions.

Innovation across products, services, business models, and processes is a key element of our competitive landscape. Our development efforts are focused on designing and developing products, services, and solutions that anticipate customers' changing needs and desires, and emerging technological trends. Our efforts are also focused on identifying areas where we believe HP can make a unique contribution, as well as areas where partnering with other leading technology companies will leverage our cost structure and maximize our customers' experiences.

As a result of its strategic relationships/partnerships, HP delivers the best client MPS experience. The devices, solutions, scalability, and business intelligence capabilities we offer provide a focus on meeting clear business outcomes.

Our competitive advantages include:

- comprehensive, high-quality solutions for the home, office, and publishing environments
- innovation and research and development capabilities, including security features
- sustainability
- brand recognition
- accessibility of our products through a broad distribution strategy

How we deliver this to our customers:

HP aims to be more than a “vendor” of choice. We want to be an integral, strategic partner helping achieve the best results and addressing evolving needs. Being a trusted advisor and partner is the core of how we structure our relationships with our clients.

- **Scale:** HP MPS is flexible and scalable for Purchasing Entities' needs. Our national reach/local relevance has been a differentiator for many years. Our hardware, software and services portfolio continues to expand to offer breakthrough performance and value.
- **Security Leadership:** HP recognizes our responsibility to help our users remain as secure when using our products and services.
- **Sustainability and Sustainable Impact:** Planet, people, and community are core strategic pillars that the company executes on throughout all facets of its business.
- **Evolving Workplace:** HP's print portfolio—including devices, software and services—is among the industry's most extensive. HP spans all segments from consumer to office to graphics/production with both inkjet and laser solutions. Pre-pandemic, HP's consumer printing business experienced challenges, but the subsequent expansion of work-from-home locations for work revitalized this category. With work from home slated to capture a greater share of work activity going forward, HP is well positioned to take advantage of this anticipated trend.

**g) What is your experience with driving and communicating Change Management?**

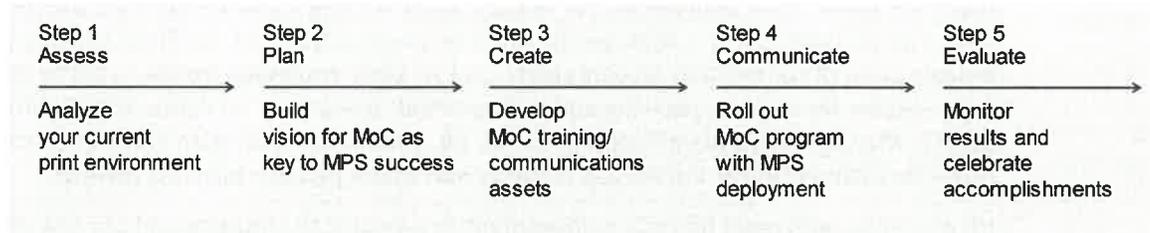
HP has years of experience in communicating change management to the new MPS environment, leveraging a robust set of tools that have evolved over the years to keep up with changes in how organizations structure their print environments.

HP Management of Change and Education services help clients create and communicate an effective Management of Change (MoC) and training plan that engages key sponsors and stakeholders upfront

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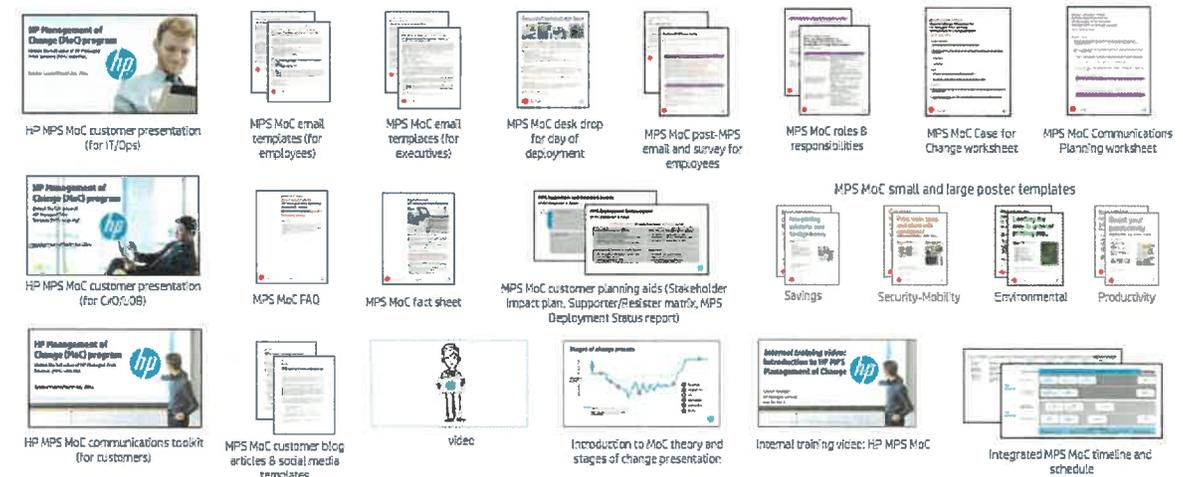
and over time, and motivates and educates end users to more successfully transition to the new MPS environment.

**Figure 7. HP’s MoC Methodology consists of five steps.**



To ensure as smooth an MPS transition as possible, HP provides Purchasing Entities an HP MPS Transition Planning kit. The kit contains tools to help create plans, timetables, resource assignments, and an overall strategy for the successful completion of the deployment.

**Figure 8. HP MPS Transition Planning Kit**



Specific resources included in an HP MPS Transition Planning kit include:

- **HP Experience and Expertise:** An in-depth description of the experience and expertise you can count on from HP. Participating Entities will learn about HP’s deployment methodology, support services, the HP experts they will be partnered with, and change management best practices and benefits.
- **Key Success Criteria:** To help guide Participating Entities through the process of putting the necessary policies, support, and strategies in place, we include a checklist of factors that must be considered when implementing a MPS project.
- **Roles and Responsibilities:** In an MPS project of this scope, knowing the duties, goals and reporting relationships of each person and department can provide clarity, efficiency, and structure. We recommend these issues be addressed early in the process and provide the tools to organize personnel and their assignment.
- **Print Policy Example:** A guide to create intelligent, enforceable policies required for a smooth transition to the newly optimized environment.

**h) Describe your ability to provide and support asset lifecycle management.**

HP can provide and support asset lifecycle management with a combination of tools and experienced solution architects who design the future fleet with the right devices placed in the right locations to maximize total cost of ownership. Our team of experts designs and implements the new Managed Print fleet. The HP Client Success Manager provides active monitoring of the Purchasing Entity's environment, a single point of contact and accountability, and visibility into usage trends, capacity utilization, and expenditures for ongoing planning and management. Using data, analytics, and expertise, the HP Client Success Manager helps identify opportunities for continuous innovation and improvement and brings recommendations to the Purchasing Entity as part of the periodic business reviews.

HP also helps with asset lifecycle management by adapting the imaging and printing infrastructure to meet a Purchasing Entity's evolving needs as it grows and changes.

Services include:

- **Assessment Services**—understand current usage, find hidden costs and develop a business case for change.
- **Financial and Procurement Services**—manage to the lowest total cost of ownership, from planning and acquiring technology to retiring and replacing it. Reduce and manage capital outlay, manage older equipment effectively and environmentally, and simplify hardware procurement.
- **Transition and Implementation Services**—ensure the **right** equipment is installed, and end users know how to use the devices. Education and **management** of change is an important component.
- **Management and Support Services**—enable ongoing return on investment (ROI) through fleet uptime and optimization, award winning support, and supplies management.
- **Security Solutions and Services**—efficiently deploy and monitor devices by applying a single security policy across the fleet.
- **Document and Workflow Services**—automate paper-intensive workflows and continually improve and better manage the underlying infrastructure.

**i) Describe your ability to support cloud technology for print job management.**

HP JetAdvantage Apps support cloud technology for print job management with solutions that streamline workflow. HP JetAdvantage Apps make it easier and quicker to work at HP MFPs. HP works with developers of widely used software to create apps that run on the device to integrate directly with the software. Independent developers are also developing innovative applications that create new functionalities and use cases for HP MFPs. As the app library grows, organizations may find exactly what they need in an existing app—or they can work with their print services provider to customize or create an app for their unique needs. HP offers a service for customizing existing apps or developing new ones.

Apps are integrated into the MFP touchscreen much like mobile device apps. Instead of relying on a computer to connect paper documentation with software, the MFP can now act as an efficient go-between and dramatically simplify workflow processes. Users can send scanned images to their chosen repository or print documents right from the MFP control panel. HP JetAdvantage Apps are designed to easily integrate with typical cloud repositories such as Box, Dropbox, or Microsoft® SharePoint®, as well as commonly used software applications like iManage, and Concur.

**Figure 9. HP JetAdvantage can streamline workflows.**

Current workflow process for scanning documents to other software



1. Scan a document at the MFP
2. Email the scan
3. Return to desktop computer



4. Open email
5. Download attachment
6. Erase email



7. Open software
8. Attach the scan to file in software
9. Delete scanned document from PC

HP JetAdvantage app-based workflow process for scanning documents to other software



1. Scan a document at the MFP
2. Use the familiar user interface to send it to a secure repository or attach to a customer file

**j) Describe your remote device monitoring services.**

**i) Do you obtain meter reads automatically?**

Yes. HP utilizes a data collector such as FM Audit or Device Connect. The remote monitoring-collector sits in the customer network and receives a list of devices from which to collect data and communicates with those networked devices daily, collecting usage information and consumables levels. When the required data is collected, the information is sent to HP for action.

The data normally collected to enable remote management includes the following:

- Detailed page counts
- Consumables status and state
- Preventative maintenance information
- General device information (model, serial number, firmware revisions, install date, etc.)
- Configuration page
- Status page
- Event logs (both error and warning)
- Security and workflow solution version

**ii) Do you have an automated toner replenishment program?**

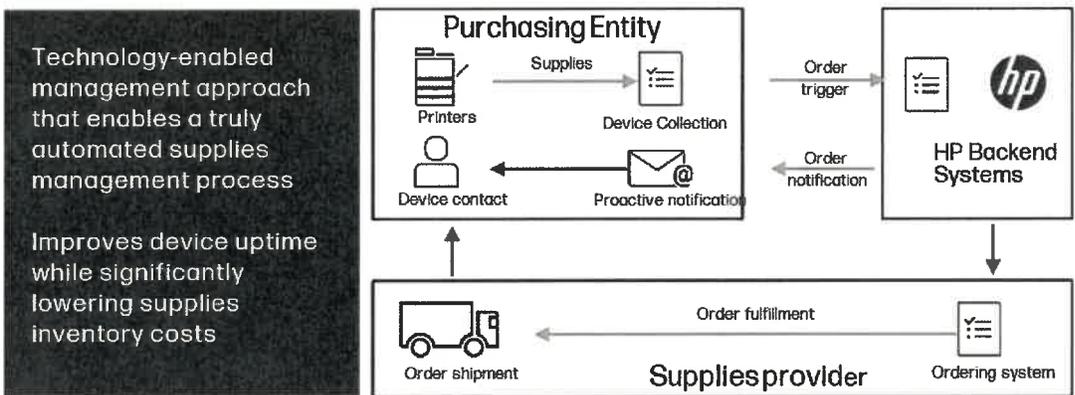
Yes. Automated Supplies Management (ASM) is a service that provides automated consumables replenishment for active, compatible devices that are functionally capable of communicating with the HP Management Server collection agent. ASM is a simple and efficient way to acquire, manage, and recycle consumables, while lowering inventory and storage costs.

**Figure 10. Automated Supplies Management**



ASM regularly monitors consumables consumption. The HP Device collection agent initiates communication with HP. The HP Device collection agent data-collector receives a list of devices from which to collect data and communicates with those networked devices daily, collecting usage information and consumables levels. Once all of the required data is collected, the information is sent to HP for action. Devices needing consumables are immediately identified, and an order is placed automatically. The consumables are shipped to the central receiving/dock location specified by the Purchasing Entity. HP notifies the Purchasing Entity of order placement and shipment.

**Figure 11. Supplies Management**



Feature	Benefits
Automated Supplies Monitoring	Minimize administrative oversight of supplies utilization
Adjustable Threshold Settings	Just-in-time supplies replenishment reduces inventory costs
Order and Shipment Notification	Proactive notification of device-initiated orders

- k) Describe how your proposed technology will guarantee security solutions such as: intrusion detection, user authentication, protecting content integrity, and pull printing.

HP leads the way in print services, software solutions and hardware security—leadership that continues to drive standards in the print industry. HP Secure MPS makes it easy for clients to have confidence in their print environments, set up with the strongest protection available in the industry and maintained over time to address evolving threats and compliance requirements. HP is raising the bar to address the security challenges organizations face by leveraging our security leadership and innovation through services, software and hardware.

HP has identified nine vulnerable printer areas: BIOS and Firmware, Management, Network, Hard Drive, Control Panel, Capture, Input Tray, Output Tray, and Mobile Printing. The printer security self-healing features listed below are built into the device and come standard with every printer or MFD.

- **HP Sure Start**—Improve how you validate the integrity of a BIOS code. To ensure your devices are safeguarded from attack, this feature works behind the scenes when devices power on. If the BIOS code is compromised, this feature self-heals, reboots the devices, and loads a safe “golden copy” of the BIOS code.
- **Whitelisting**—Ensure firmware is an authentic, known-good code that’s digitally signed by HP. During startup, this feature conducts a firmware check. If an anomaly is detected, the device self-heals, reboots to a secure, offline state, and then sends a notice to IT to reload the firmware.
- **Run-time intrusion detection**—Monitor and detect anomalies while devices are operational and connected to the network. During complex firmware and memory operations, this feature constantly checks operations, and in the event of an intrusion, the device self-heals and automatically reboots in a safe state.
- **HP Connection Inspector**—Stop malware from “calling home” to malicious servers, stealing data, and compromising your network. HP Connection Inspector evaluates outgoing network connections to determine what’s normal, stop suspicious requests, and automatically trigger a self-healing reboot.
- **Secure Print Cartridges**—At every step of the design, supply chain, and production process for Original HP toner cartridges, security is built-in with tamper-resistant chips, firmware, and packaging.
- **Pull Printing**—HP offers many secure pull printing solutions, including HP Access Control, HP JetAdvantage Secure Print, and Papercut, that allow users to dynamically print to the network and “pull” jobs to any solution-enabled HP device. Pull printing virtually eliminates unclaimed documents, increases the efficiency of mobile workers, and reduces IT administrative burdens.
- **HP Security Manager**—HP Security Manager Software hosts the security policies where we can assess and remediate to ensure compliance.

l) How do you handle network and data security issues? What measures do you take to protect sensitive customer information?

HP Secure Managed Print Services (Secure MPS) provides the most comprehensive suite of print security services that leverages solutions and print technologies. HP Secure MPS addresses the processes, people, and technologies to help achieve a robust security strategy and ongoing management to help Purchasing Entities meet compliance and regulations as well as reduce security risk and vulnerabilities.

HP takes extensive measures to protect sensitive customer information. HP Secure Erase technology overwrites a deleted file’s data from the individual sectors with random data using either a one-pass or three-pass overwrite, which conforms to current US Government specifications.

- **Secure Erase Data Overwrite:** After a system power cycle, the encrypted data is erased and the data partition rebuilt. The encryption keys are not preserved after the power cycle, which provides a secure erase of all customer data.
- **Disk Management:** Temporary job files are erased at the completion of print, copy, fax or digital send jobs.

- **Erase Job Data:** All job data files stored on the system disk, including temporary data, are erased.
- m) Please describe how you will monitor and manage print devices to include:
- i) Network access.
  - ii) Fleet configuration and utilization.
  - iii) Management of customer owned or legacy equipment, including parts, labor, supplies, and moves.
  - iv) On-going assessments, which shall include, but not be limited to: continuous process improvement, device utilization, fleet performance, cost saving opportunities, green spend, consumables spend, break/fix, and service level standards.

HP Device Connect (HP DC) is a configurable technology platform that enables remote management and proactive service delivery for its imaging and printing fleet and resides in the Purchasing Entity’s environment. Purchasing Entities will have visibility to in-depth print data for analysis, remote management, and proactive services. HP DC uses secure data collection and management tools to monitor and manage the MPS environment. Usage data is collected daily for all HP branded legacy and new devices.

There are three customer roles available for use, and the Purchasing Entity’s account team will help to enable its users’ access based on their needs. Users can also have access to specific subsets of locations or buildings as appropriate.

**Figure 12. Customer Roles for HP Device Connect**

	Manage user information	View device details	View printer usage reports	View order report	Order supplies	Manage user account	Statistics
Customer Basic Access	✓	✓	✓	✓			
Customer Ordering	✓	✓	✓	✓	✓		
Customer Admin	✓	✓	✓	✓	✓	✓	✓

HP DC and data repository are used to track the fleet configuration and utilization information. The fleet information typically tracked and reported includes model numbers, serial numbers, IP and Host addresses, user names and contact numbers, and device location addresses. The Purchasing Entity may provide additional information to be tracked and available on reports. HP manages this activity throughout the term of your agreement and as devices are moved, added, and changed. HP captures all equipment inventory information during device deployment using a “Master Services Log” (MSL). Equipment information from the MSL is entered into HP’s asset management system.

Purchasing Entities may also use this tool to place services requests, instead of calling the HP Priority Phone support line, or to place supplies orders for non-networked devices.

HP Device Control Center can provide the following reports, which Purchasing Entities can download daily if required.

- Usage by Color/Mono and Duplex (with user-defined columns) date selectable
- Device Asset Report
- Device Contacts Report
- Device Usage Report
- Daily Device Usage
- Consumable Levels
- Device Trend Report
- Recently Removed Devices
- Color/Mono Click Totals
- Customer Open Service requests
- Service Visit History (includes of service calls or preventive maintenance)
- Total Pages Per Lifetime of Device

During the Strategic Business Review (SBR) led by the HP Client Success Manager, the Purchasing Entity will be able to identify opportunities for greater efficiency and performance excellence, including cost saving opportunities, fleet performance, and possible improvements.

As part of the SBR, HP provides a summary of HP's performance against the Agreement, a summary of the service level commitment performance, a fleet management and optimization analysis (fleet utilization) and recommendations for optimization, and information on best practices, in order for the Purchasing Entity to make better strategic decisions and move their print environments to a higher performance level.

### **13) Promotion of the NASPO ValuePoint Master Agreement**

#### **a) Describe your company's experience working with contracting cooperatives.**

Compaq, acquired by HP in 2002, held the first WSCA Cooperative contract. HP has continued to maintain successful business relationships under the NASPO ValuePoint Cooperative contracts for over 21 years. HP has 20+ years of experience with other cooperatives as well, including:

- OMNIA Partners Public Sector (formerly TCPN, National IPA);
- The National Pennsylvania Education Purchasing Program for Microcomputers (PEPPM®) Purchasing Cooperative;
- Midwest Higher Education Compact (MHEC);
- U.S. General Services Administration (GSA) Multiple Award Schedule (MAS);
- Alabama Joint Purchasing Program (ALJP);
- Commonwealth of Pennsylvania's Cooperative Purchasing Program (COSTARS); and
- Washington Schools of Information Processing Cooperative (WSIPC).

All of the above illustrate our extensive experience working successfully with cooperative contracts and also demonstrate our continued performance and ability to deliver product and services to States and Public Agencies utilizing these nationwide cooperative purchasing vehicles.

Experience is not just about HP as a company; it is about the employees that support and manage our cooperative contracts. HP's Head of Public Sector, Todd Gustafson, selected Debra Lee to support the NASPO ValuePoint contracts awarded to HP, based on her vast experience supporting NASPO ValuePoint contracts since WSCA's inception.

Debra continues to be the lead for this valuable contract, managing and meeting the needs of the Lead State and Participating States. Debra's relentless passion and dedication can be seen in her day-to-day activities ensuring that the NASPO ValuePoint Master Agreement Administrator, Participating States, and Purchasing Entities that reach out to HP receive an immediate response. HP is committed to providing all entities with the most experienced HP Master Agreement Contract Sales Management Director, thereby ensuring compliance with contract requirements and customer satisfaction. Even with more than 26 years of experience, Debra will share that she continues to learn from the best teachers and mentors in the IT industry—State Procurement officials and NASPO ValuePoint—through supporting our contracts and attending the NASPO Exchange event each year.

**b) Describe how you intend to market your Master Agreement.**

Upon award, HP plans to promote the NASPO ValuePoint Master Agreement through internal and external communications as approved by the NASPO ValuePoint Master Agreement Administrator. The goal of marketing the Master Agreement is not only to communicate the value proposition, benefits, and the NASPO ValuePoint-HP story, but also to emphasize HP's exceptional product quality and services, fleet predictability, reliability, seamless user experience, security, sustainability, and much more in delivering and promoting the NASPO ValuePoint MFD and Related Software, Services and Cloud solutions.

As required under the Master Agreement, all marketing materials will be provided to the NASPO ValuePoint Master Agreement Administrator for review, modification, and approval prior to distribution.

HP markets to customers through several unique marketing activities that, when combined, create a holistic integrated marketing plan. Marketing activities may include email, direct mail, web pages, paid media both social and display advertising, SEM keywords, content syndication with ITDM media partners, webinars, and events. The NASPO ValuePoint value message will be included in targeted communications as needed, and the Master Agreement number will be included on marketing materials when appropriate.

HP will drive contract awareness under the Master Agreement through hp.com and HP web banners on www.hp.com, which provides an opportunity to reach a large audience of Purchasing Entities. Web banners have a "call to action" inviting the reader to contact HP for pricing and information under the NASPO ValuePoint contract.

HP will distribute periodic general email newsletters and contract highlights directing eligible Public Agencies to the HP NASPO ValuePoint MFD Master Agreement, related software, services and cloud solutions portal webpage. An example of general marketing that directs Purchasing Entities to the HP NASPO ValuePoint MFD Master Agreement e-commerce site portal page is shown below. This marketing initiative was distributed to hundreds of Purchasing Entities and resulted in 59 new customers in the University Medical or Health field deciding to purchase from HP under the Master Agreement.

Figure 13. Sample General Marketing



General marketing focuses on specific products and services such as:

- Turn the Page/Connected Workforce
- The Future Role of Print
- Hybrid Work Model
- Content Syndication
- Display and Social Media Advertising
- Email and Nurture programs
- Outreach and Sales Activation
- Events and Webinars
- General Marketing Landing Pages
- Search Features

Thematically, our message and outreach attempt to address the following questions: How will the nature of work and the workplace continue to evolve? What technologies will State & Local and Education customers need to support that continued shift?

Awareness with a focus on States and other specific Purchasing Entities for example in transportation, education, health. Plus segment specific across digital customers journey; MPS/Print supporting classroom & faculty/staff within the hybrid workforce.

**Request for Proposals for  
Multi-Function Devices and Related Software, Services and Cloud Solutions**



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In addition, the local Sales team and the HP Master Agreement Contract Sales Management Director and team members will meet with participating states throughout the year to review participating state marketing plans and events, including NASPO Exchange, NIGP Annual Conference, major local events, and other events such as the 2023 State events shown as an example below, throughout an awarded contract promoting NASPO ValuePoint at our booths.

- NETA (Nebraska Educational Technology Association) Spring Conference 2023
- Los Angeles IT Leadership Forum 2023
- Michigan IT Leadership Forum 2023
- Florida Digital Government Summit 2023
- New Jersey Digital Government Summit 2023
- Montana Digital Government Summit 2023
- Ohio IT Leadership Forum 2023
- Arizona Digital Government Summit 2023
- Wyoming Digital Government Summit 2023
- FAMIS (Florida Association of MIS) 2023
- New York City IT Leadership Forum 2023
- Utah Digital Government Summit 2023
- Los Angeles Digital Government Summit 2023
- PA TechCon 2023
- Minnesota Digital Government Summit 2023
- Iowa Digital Government Summit 2023
- Bay Area Digital Government Summit 2023
- Kansas Digital Government Summit 2023
- New York Digital Government Summit 2023
- Massachusetts Digital Government Summit 2023
- Michigan Digital Government Summit 2023
- Colorado Digital Government Summit 2023
- Louisiana Digital Government Summit 2023
- Ohio Digital Government Summit 2023
- Arizona CIO/CTO Forum 2023
- Illinois Digital Government Summit 2023
- Florida IT Leadership Forum 2023
- Washington Digital Government Summit 2023
- New York City Technology Forum 2023
- Wisconsin Digital Government Summit 2023
- Nevada Digital Government Summit 2023

**c) Describe how you intend to encourage usage of your Master Agreement by Purchasing Entities.**

Many State and Purchasing Entity resources are constrained due to the current hybrid working environment and workforce changes, which has increased States' and eligible Purchasing Entities' interest in participating in and purchasing under the NASPO ValuePoint Master Agreement and State Participating Addenda. In fact, the HP team has encouraged the participation and usage of this valuable Master Agreement, since all the hard work and heavy lifting has already been accomplished by NASPO ValuePoint, the Lead State, and the Sourcing Team. During the RFP process, HP had a discussion with a State that decided to use the current Master Agreement rather than developing a new bid, thereby

saving the State time, money, and resources. This is definitely one of the many benefits of using NASPO ValuePoint Master Agreements.

On a weekly if not daily basis, HP has discussions with political subdivisions about the option of using this contract, and most have shared how comfortable they are using the Master Agreement and State Participating Addenda.

From HP's viewpoint, NASPO ValuePoint is a well-established icon, widely known and accepted. Upon receipt of an award and a fully executed Master Agreement, HP communicates to almost all States and even personally call State Procurement officials to encourage State participation in the new Master Agreement. We have even encouraged States or eligible Purchasing Entities selecting their buying contracts to reach out to the experts—NASPO ValuePoint, the Lead State, or a Participating State. Purchasing Entities are more comfortable using a contract they can trust to meet all their procurement rules, laws, and requirements while providing solutions to meet the needs of their users.

HP does even more when eligible Purchasing Entities issue their own competitive solicitations. During the Question/Answer periods, we routinely inquire if the NASPO ValuePoint Master Agreement and state Participating Addendum are permitted as the governing terms/conditions. Most Purchasing Entities accept this option that eliminates the need for lengthy negotiations and saves additional time and resources.

- d) Describe your approach to negotiation of Participating Addenda. Describe the extent to which you provide Participating Entities flexibility in incorporating entity-specific language into their Participating Addenda (e.g., do you require entities to provide statutory citations for their entity-specific language? Are you able to devote resources to simultaneous negotiation of multiple Participating Addenda?)**

Our approach at HP has always been flexible and accommodating to States incorporating entity-specific language into the Participating Addendum template, as created by NASPO ValuePoint and HP.

HP supports a collaborative negotiation style that focuses on making sure both parties' needs are met. With this style, the purpose is to maximize outcomes and preserve the relationship, both of which are critical. HP is committed to understanding the other party's needs and objectives, and to finding a long-lasting and creative solution to every negotiated issue.

To expedite the negotiation process, it is always helpful for States to include statutory citations for their entity-specific language, as we know that state laws are non-negotiable.

The HP Legal team that supports the simultaneous negotiation of multiple Participating Addenda is knowledgeable and highly skilled in these specific types of negotiation. Having negotiated hundreds of Participating Addenda for multiple NASPO ValuePoint (WSCA-NASPO) contracts, the HP Legal team has developed specific communication, negotiation, problem-solving and critical thinking skills, all of which the team applies to successfully and expeditiously completing negotiations.





# **NASPO ValuePoint Master Agreement Terms and Conditions**

## **For Copiers and Managed Print Services**

A Contract for the NASPO ValuePoint Cooperative Purchasing Program  
Acting by and through the **State of Colorado** (Lead State)

**Department of Personnel & Administration**  
**State Purchasing & Contracts Office**  
**1525 Sherman Street, 5th Floor**  
**Denver, Co 80203**

And

**Konica Minolta Business Solutions USA Inc.**  
**100 Williams Drive**  
**Ramsey, NJ 07446**

**Master Agreement Number: 187962**

## Contents

.....	1
MASTER AGREEMENT TERMS AND CONDITIONS.....	4
I.    Definitions .....	4
II.   Parties and Term of the Master Agreement .....	9
III.  Order of Precedence .....	9
IV.  Participants and Scope .....	10
V.   NASPO ValuePoint Provisions .....	11
VI.  Pricing, Payment & Leasing .....	14
VII.  Ordering .....	16
VIII. Shipping and Delivery .....	18
IX.  Inspection and Acceptance .....	19
X.   Warranty.....	21
XI.  Equipment Title .....	22
XII.  Indemnification .....	22
XIII. Insurance .....	23
XIV.  General Provisions .....	25
SIGNATURE PAGE.....	32
EXHIBIT A – STATEMENT OF WORK.....	33
I.    Product Overview .....	33
II.   Master Agreement Deliverables .....	34
III.  Purchase, Lease and Rental Programs.....	46
IV.  Contractor Responsibilities and Tasks .....	52
EXHIBIT B – SAMPLE D&A CERTIFICATE .....	62
EXHIBIT C – AUTHORIZED DEALER FORM .....	63
EXHIBIT D – AUTHORIZED DEALERS BY STATE .....	64
ATTACHMENT 1 – KMBS MASTER LEASE AGREEMENT .....	65
ATTACHMENT 2 – KMBS MASTER PREMIER ADVANTAGE SCHEDULE WITH MAINTENANCE ...	67
ATTACHMENT 3 – KMBS MASTER PREMIER LEASE SCHEDULE WITHOUT MAINTENANCE .....	69
ATTACHMENT 4 – KONICA STANDARD MAINTENANCE TERMS AND CONDITIONS SCHEDULE	70
ATTACHMENT 5 – KMBS MIPA AGREEMENT.....	71
ATTACHMENT 6 – KMBS MIPA SCHEDULE.....	72
ATTACHMENT 7 – KMBS MUNICIPAL AUTHORIZATION .....	73
ATTACHMENT 8 – KMBS WARRANTY CUSTOMER ONE GUARANTEE .....	74
ATTACHMENT 9 – KMBS MPS SITE AGREEMENT.....	75
ATTACHMENT 10 – KMBS ECM HOSTING SOW .....	77
ATTACHMENT 11 – KMBS ECM SOFTWARE SUBSCRIPTION SOW.....	78

ATTACHMENT 12 – KMBS SSD DISPOSAL OPTIONS.....	79
ATTACHMENT 13 – KMBS INCUMBENCY CERTIFICATE.....	82
ATTACHMENT 14 – KONICA CUSTOMER EXPECTATION GUIDE SOLUTIONS SUPPORT .....	83
ATTACHMENT 15 – KONICA SAMPLE MPS STATEMENT OF WORK.....	84
ATTACHMENT 16 – KONICA EQUIPMENT REMOVAL AUTHORIZATION FORM .....	85

## MASTER AGREEMENT TERMS AND CONDITIONS

### I. Definitions

- 1.1 **A3 MFD** - A Multi-function Device which is designed to handle letter, legal, ledger and some smaller paper sizes, such as postcards and envelopes.
- 1.2 **A4 MFD** – A Multi-function Device which is designed to handle letter, legal and some smaller paper sizes, such as postcards and envelopes. Ledger size paper is NOT an option on this Device.
- 1.3 **Acceptance** - A written notice from a Purchasing Entity to Contractor advising Contractor that the Device 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, as set forth in Section IX of this Master Agreement.
- 1.4 **Accessory** – A compatible item that is added to the Base Unit to enhance its capabilities and functions.
- 1.5 **Attachment** – Contractor's Supplemental Documents consist of the following:
  - 1.5.1 Attachment 1 – KMBS Master Lease Agreement
  - 1.5.2 Attachment 2 – KMBS Master Premier Advantage Schedule with Maintenance
  - 1.5.3 Attachment 3 – KMBS Master Premier Lease Schedule without Maintenance
  - 1.5.4 Attachment 4 – Standard Maintenance Terms and Conditions Schedule
  - 1.5.5 Attachment 5 – KMBS MIPA Agreement
  - 1.5.6 Attachment 6 – KMBS MIPA Schedule
  - 1.5.7 Attachment 7 – KMBS Municipal Authorization
  - 1.5.8 Attachment 8 – KMBS Warranty Customer One Guarantee
  - 1.5.9 Attachment 9 – KMBS MPS Site Agreement
  - 1.5.10 Attachment 10 – KMBS ECM Hosting SOW
  - 1.5.11 Attachment 11 – KMBS ECM Software Subscription SOW
  - 1.5.12 Attachment 12 – KMBS SSD Disposal Options
  - 1.5.13 Attachment 13 – KMBS Incumbency Certificate
  - 1.5.14 Attachment 14 – Konica Customer Expectation Guide Solutions Support
  - 1.5.15 Attachment 15 – Konica Sample MPS Statement of Work
  - 1.5.16 Attachment 16 – Konica Equipment Removal Authorization Form
- 1.6 **Authorized Dealer** – The Manufacturer's authorized sales and Service center (also known as a Dealer, Distributor, or Partner) that must be certified by the Manufacturer to sell the Manufacturer's Products, and perform machine installation and maintenance on Devices offered by the Manufacturer. A Purchasing Entity must be able to, at a minimum, visit the sales and service center to view and test Device.
- 1.7 **Base Unit** - The copier, printer, Scanner, Large/Wide Format and Production Devices that

include all standard Accessories and parts and excludes optional Accessories and/or software.

- 1.8 Blended Rate** - A rate that is derived by taking the b&w and color cost per click rates on one or more Devices and calculating one rate that a customer will be billed for all copies, regardless of Device type and b&w or color output. Allows for simplicity when billing copies run.
- 1.9 Bronze Standard** - Devices which meet less than 50% of the 28 optional EPEAT criteria.
- 1.10 Business Day** – Any day other than Saturday, Sunday, or a legal holiday.
- 1.11 Buyout to Keep** - The early termination option on an FMV or Capital Lease that involves the acquisition of the Device by the Purchasing Entity, and consists of any current and past due amount, plus the remaining stream of Device Payments.
- 1.12 Buyout to Return** - The early termination option on an FMV, Capital or Straight Lease that involves the return of the Device by the Purchasing Entity to Contractor, in good working condition (ordinary wear and tear excepted), and consists of any current and past due amounts, plus the remaining stream of Device Payments.
- 1.13 Cancellable Rental** - An agreement that is cancellable upon the Purchasing Entity providing the Contractor with a thirty (30) day written notice, and is subject to a maximum penalty of up to three (3) months of Total Monthly Payments. Device ownership is not an option.
- 1.14 Capital Lease** - For the purposes of this Master Agreement, a Capital Lease shall also be referred to as a \$1 Buyout Lease and title of the Device will automatically pass from the Contractor to the Purchasing Entity at the end of the Initial Lease Term, and the Purchasing Entity will not be subject to additional payments in order to assume ownership. However, it will be at the discretion of the Participating State or Entity as to whether other criteria will also be considered, such as a bargain purchase option, a lease term longer than 75% of the estimated economic life of the Device, or the present value of the lease payments is greater than 90% of the fair market value of the Device at the beginning of the Initial Lease Term, or any other legal requirements relating to a Capital Lease.
- 1.15 Ceiling Pricing** - Pricing that is established as a “not-to-exceed” amount; the maximum price Contractor may charge for Products, Services, and Supplies.
- 1.16 Contractor** - A party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.17 Cotermious** - Two or more leases or rentals that end at the same time. The original lease or rental payment is modified to reflect the addition of a new piece of Device or Accessory. The original term of the lease or rental is not modified as a result of a Cotermious addition.
- 1.18 Deliverable** - A Product, Service, solution, result, labor, or other effort being sought through this RFP.
- 1.19 Device** - The Base Unit, either with or without optional Accessories and/or software. May also be referred to as “Equipment.”
- 1.20 Device Downtime** - The period of time that a Device is waiting for Service to be completed.
- 1.21 Device Payment** - The Device portion of the payment, less any Service, Supplies, and maintenance.
- 1.22 Device Trade-In** - An agreed upon transaction between the Purchasing Entity and Contractor, in which Contractor takes ownership of Purchasing Entity’s owned Device,

often for a discounted amount.

- 1.23 Device Upgrade or Downgrade** - A replacement of the Purchasing Entity's existing lease or rental Device, with a different piece of Device, of either greater or lesser value. A new lease or rental is then originated for the new piece of Device, with the remaining lease or rental payments on the old Device wrapped into it. The old lease or rental is closed out, and the Device is returned to Contractor.
- 1.24 Electronic Product Environmental Assessment Tool (EPEAT)** - A tool which evaluates and selects Device according to a list of preferred environmental attributes. EPEAT registered means Devices meet the 1680.2 IEEE Standard for Environmental Assessment of Imaging Device, as amended.
- 1.25 Embedded Software** - One or more software applications which permanently reside on a computing Device.
- 1.26 Energy Star** - The U.S. Environmental Protection Agency's standard for energy efficiency.
- 1.27 Fair Market Value (FMV) Lease** - A lease in which the Purchasing Entity can either 1) Take title to the Device at the end of the Initial Lease Term by paying the residual value to Contractor, 2) Enter into a Renewal Term for the Device, or 3) Return the Device to Contractor at the end of the Initial Lease Term.
- 1.28 Free on Board (FOB) Destination** - Contractor is responsible for transportation and handling charges and the sale does not occur until the Products arrive at the Purchasing Entity's specified location.
- 1.29 Group** - The classification for the different types of Devices solicited in this RFP. Groups are determined by the Devices primary functions and/or capabilities.
- 1.30 Initial Lease or Rental Term** - The length of time (i.e. 12, 18, 24, 36, 48, 60 or 72 months) that a Purchasing Entity enters into a lease or rental agreement.
- 1.31 Intellectual Property** - Any and all 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.
- 1.32 Large/Wide Format Equipment** - A Device that prints on a large paper via a variety of output options.
- 1.33 Lead State** - The State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.34 Legacy Device** - A Device that was purchased, leased, or rented either under a prior NASPO ValuePoint or WSCA Master Agreement, another program, or via any other means.
- 1.35 Maintenance Agreement** - An agreement in which the Contractor provides monthly Service, parts, Supplies, and Preventative Maintenance on purchased, leased or rented Devices.
- 1.36 Managed Print Services (MPS)** - The management, service, and support of the Purchasing Entity's entire enterprise and output infrastructure of printed materials, with the objective of creating a solution that improves the print process and reduces the expense of printed material.
- 1.37 Manufacturer** - A company that, as its primary business function, designs, assembles, and owns the trademark/patent and markets a Device. Also referred to as Contractor.
- 1.38 Manufacturer's Suggested Retail Price (MSRP)** - The list price or recommended retail price of a Product in which the Manufacturer recommends that the retailer sell the Product.

- 1.39 Master Agreement** - The underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.40 Multi-function Device (MFD)** - A Device which incorporates the functionality of multiple Devices into one, such as print, fax, copy and scan. Each feature can work independently of the other.
- 1.41 NASPO ValuePoint** - A division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.
- 1.42 Newly Manufactured** - Devices that have not been Refurbished, Remanufactured, rented, leased, sold, or used in a demonstration, and are currently being marketed by the Manufacturer.
- 1.43 Normal Business Hours** – Defined as the hours between 8AM and 5PM, Monday through Friday, holidays excluded.
- 1.44 Not Specifically Priced (NSP)** - NSP items enhance or compliment the Device but are not listed in the Master Agreement Price List(s). NSP's may include Coin-Op equipment, empowering software etc.
- 1.45 OEM** – The Original Equipment Manufacturer.
- 1.46 Order** - Any type of encumbrance document or commitment voucher, including, but not limited to, a purchase order, contract, MPS statement of work, Maintenance Agreement, lease agreement, rental agreement etc. used by a Purchasing Entity to order the Products and Services.
- 1.47 Participating Addendum** – A bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.48 Participating Entity** - A state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.49 Participating State** - A state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.50 Power Filter** - An electronic filter which is placed between an external power line and a Device for the purpose of removing frequencies or electromagnetic interference.
- 1.51 Preventative Maintenance** - The servicing of a Device for the purpose of maintaining a satisfactory operating condition by providing systematic inspection, detection, and correction of failures either before they occur or before they develop into major defects.
- 1.52 Private Label** - Devices that are manufactured by one company and sold under a retailer's brand name.

- 1.53 Production Device** - A high-speed, high-quality printing Device that typically has advanced finishing functionality.
- 1.54 Product** – Devices, Accessories, parts, software, and/or Supplies provided by Contractor pursuant to the Master Agreement.
- 1.55 Published Price** – The price that is posted on the Manufacturer’s website or in their pricing literature (e.g. not the Master Agreement contract price).
- 1.56 Purchasing Entity** - A state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.
- 1.57 Refurbished** - A Device which has received extensive maintenance and/or minor repair, including the replacement of all standard parts subject to wear during the normal course of use. For the purpose of this RFP and resulting Master Agreement(s), Refurbished Device shall not have more than 750,000 original copies on it. In addition, Refurbished Device must only contain OEM parts. Refurbished Device must be certified by the Manufacturer.
- 1.58 Remanufactured** - The process of disassembling Devices known to be worn or defective that can be reused or brought up to OEM specification by cleaning, repairing or replacing it in a manufacturing environment and then reassembling and testing it, so that it will operate like a new Device. Remanufactured Device must be certified by the Manufacturer.
- 1.59 Renewal Term** - A lease term that supersedes the Initial Lease Term, and which a Purchasing Entity may enter into upon thirty (30) days prior written notice to Contractor. Each Renewal Term shall not exceed 12 months, the residual value of the Device, or the Useful Life of the Device. Capital Leases are excluded from going into renewal.
- 1.60 Response Time** - The time from when the original Service Call is placed with the Contractor or Authorized Dealer, to when the Service technician arrives at the Purchasing Entity’s location.
- 1.61 Scanner** - A Device that scans documents and converts it into digital data.
- 1.62 Segment** - The various speeds that Devices are categorized by.
- 1.63 Services** – The labor required to be performed by Contractor pursuant to the Master Agreement or an Order. Services may include, but are not limited to, maintenance, MPS and software installation.
- 1.64 Service Base Location** - The place of business where the Contractor or Authorized Dealer stores parts and provides training for service technicians.
- 1.65 Service Call** - An on-site Service technician visit due to Device error or malfunction.
- 1.66 Single-function Printer** - An inkjet or laser Device that only prints and is not capable of other functions such as copying, faxing or scanning.
- 1.67 Straight Lease** - A type of agreement in which ownership is not an option and the Total Monthly Payment amount remains firm throughout the Initial Term.
- 1.68 Supplemental Documents** – With the exception of software, end-user and click-wrap agreements, Contractor’s Supplemental Documents are the only authorized documents under this Master Agreement and are attached hereto as Attachments.
- 1.69 Supplies** - Consumable items that gets used up or are discarded once used, such as ink cartridges.

- 1.70 **Third Party** – A person or entity that may be directly involved, but is not a principal to an arrangement, contract, deal, lawsuit, or transaction.
- 1.71 **Total Monthly Payment** - The Device portion of the payment, as well as any Service, Supplies or maintenance, and less any applicable taxes.
- 1.72 **Useful Life** - Period during which a Device is expected to be usable for the purpose in which it was manufactured.

## II. Parties and Term of the Master Agreement

- 2.1 **Parties.** This Master Agreement is entered into by and between the State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office (hereinafter called the “Lead State”), and Konica Minolta Business Solutions USA Inc. (hereinafter called “Contractor”), for the procurement of A3 MFD’s, A4 MFD’s, Production Equipment, Single-function Printers, Large/Wide Format Equipment, Scanners, Software, Consumable Supplies, Managed Print Services, Software Related Services (including cloud-based offerings and web-based fleet management tools), Standalone Production Devices, Industrial Print Equipment, and Specialty Printers as approved per this Master Agreement, for the benefit of Participating States, Entity’s, and Purchasing Entities. The Contractor and the Lead State agree to the terms and conditions contained herein.
- 2.2 **Initial Term.** The initial term of this Master Agreement is for two (2) years, with an effective date of August 1, 2024. The term of this Master Agreement may be amended beyond the initial term for up to three (3) consecutive one (1) year additional terms, upon the mutual agreement of the Lead State and Contractor, by written Amendment. The total duration of the Master Agreement, including any extensions, shall not exceed five (5) years.
- 2.3 **Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

## III. Order of Precedence

- 3.1 **Order.** This Master Agreement will consist of the following documents:
  - 3.1.1 A Participating Entity’s Participating Addendum (“PA”);
  - 3.1.2 NASPO ValuePoint Master Agreement, including all Exhibits;
  - 3.1.3 An Order issued against the Master Agreement;
  - 3.1.4 The Solicitation, RFP-NP-23-001, Multi-Function Devices and Related Software, Services and Cloud Solutions;
  - 3.1.5 Contractor’s response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
  - 3.1.6 Contractor’s Supplemental Documents, which are included as Attachments.
- 3.2 **Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- 3.3 **Participating Addenda.** Participating Addenda will not be construed to diminish, modify,

or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement, nor will it include Products and Services not awarded under the Master Agreement.

#### IV. Participants and Scope

- 4.1 Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.2 Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.
- 4.3 Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- 4.4 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 4.5 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to [pa@naspovaluepoint.org](mailto:pa@naspovaluepoint.org) to support documentation of participation and posting in appropriate databases.
- 4.6 Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 4.7 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this

Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

- 4.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.
- 4.9 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.
- 4.10 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

## V. NASPO ValuePoint Provisions

- 5.1 Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.
- 5.2 Administrative Fees**
- 5.2.1 NASPO ValuePoint Fee.** Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.
- 5.2.1.1** Contractor will report on all Usage Based Equipment sales, and on Usage Based or Life Cycle Service and Supply sales. This method will no longer require the Contractor to capture the actual Service and Supply revenues that are billed to the customer each month.
- 5.2.1.2** Industry research has shown close to a 1:1 ratio between sales price on a piece of Equipment and the actual amount of Service and Supply costs required to operate that Equipment over its Useful Life. Therefore, to simplify the reporting process and remove the burden to capture the actual Service

and Supply costs, the Contractor may report as follows:

**5.2.1.2.1 Purchased Equipment:** Contractor shall report the actual amount invoiced (less any taxes) for all Equipment sold under the reporting period (calendar quarter). In addition, the Contractor shall report an additional amount equal to the invoice amount and identified as “Life Cycle Service and Supplies,” or an actual amount and identified as “Usage Based Service and Supplies,” providing the customer elects to enter into a Maintenance Agreement. Thus, in the Contractor’s Detailed Sales Report, for each item sold, there will be two-line items: one for the piece of Equipment, and one for the Life Cycle or Usage Based Service and Supplies. The amount reflected for the Life Cycle Service and Supplies must be equal to the amount of the Equipment.

**5.2.1.2.2 Lease and Rental Equipment:** Contractor may report sales according to the Purchased Equipment methodology described above, or they may report the actual amount invoiced (less any taxes) for the lease or rental during the reporting period (calendar quarter). In addition, the Contractor shall report an additional amount equal to the invoice amount and identified as “Life Cycle Service and Supplies,” or an actual amount and identified as “Usage Based Service and Supplies.” Thus, in the Contractor’s Detailed Sales Report, for each item leased or rented, there will be two-line items: one for the invoice amount to the customer for the Equipment, and one for the Life Cycle or Usage Based Service and Supplies. The amount reflected for the Life Cycle Service and Supplies must be equal to the amount of the invoiced Equipment.

**5.2.2 State Imposed Fees.** Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

### **5.3 NASPO ValuePoint Summary and Detailed Usage Reports**

**5.3.1 Sales Data Reporting.** In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum (“Sales Data”). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without

amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

**5.3.2 Summary Sales Data.** “Summary Sales Data” is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

**5.3.3 Detailed Sales Data.** “Detailed Sales Data” is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

**5.3.4 Sales Data Crosswalks.** Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data (“Crosswalks”). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor’s part number or SKU for each Product in Contractor’s catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor’s customer lists and product catalog change.

**5.3.5 Executive Summary.** Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

#### **5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review**

**5.4.1 Staff Education.** Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor’s contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

- 5.4.2 Onboarding Plan.** Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.
- 5.4.3 Annual Contract Performance Review.** Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.
- 5.4.4 Use of NASPO ValuePoint Logo.** The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.
- 5.4.5 Most Favored Customer.** Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.
- 5.5 Cancellation.** In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.
- 5.6 Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.
- 5.7 Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

## **VI. Pricing, Payment & Leasing**

- 6.1 Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed (“ceiling”) price to any Purchasing Entity.
- 6.1.1** MSRP/List Price discount percentages must be guaranteed throughout the term of the Master Agreement, including any renewal terms, however; Contractor may increase its discount percentage at any time. The Lead State must be notified of any such discount percentage increase, and provided with a copy of the new Price List(s).
  - 6.1.2** With the exception of Group C and Sub-Group C1 and C2 Devices, pricing must include all shipping, delivery, and installation costs associated with the Products. Excess installation charges however, may be billable. Refer to section IV.E.5 of Exhibit A, Statement of Work, for more information.
  - 6.1.3** Price Lists received after the 1st day of the new quarter may not be approved for up to thirty (30) days following submission. In addition, errors in Contractor Price Lists may delay the approval process further.
  - 6.1.4** Contractor may update their lease and rental rates once per quarter by providing the Lead State with documentation regarding said rate changes. Updates to lease and rental rates will not be permitted until 8/1/2025.
  - 6.1.5** Pricing shall remain firm during the first twelve (12) months of the Master Agreement (e.g. 8/1/2024 – 7/31/2025). Contractor may then update their pricing once per calendar year. All requested price increases must be sent to the Lead State and include documentation from Contractor which provides a detailed explanation for the increase. While there will not be any restrictions regarding direct and indirect cost increases, it will be at the Lead State’s sole discretion to determine if the requested increase has a direct correlation to the Deliverables being offered under the Master Agreement. Price increases shall be allowed for all Products and all Services, including rate and fee structures on maintenance plans.
  - 6.1.6** All approved Price Lists will be submitted by the Lead State to NASPO ValuePoint. Contractor shall then update all applicable websites with the new Price Lists after the NASPO ValuePoint website has been updated. Contractor is not permitted to send Price List updates directly to NASPO ValuePoint.
  - 6.1.7** All inclusive Cost Per Copy (CPC) programs may be offered upon request by the Participating State or Entity, but pricing must not exceed Master Agreement pricing. Contractor must provide the Participating State or Entity with their pricing breakdown which enables the Participating State or Entity to easily compare the pricing in the CPC structure against the pricing in the Master Agreement.
  - 6.1.8** Contractor may offer state-wide promotional discounts, customer location specific discounts, bulk discounts, or spot discounts. Contractor must notify the Participating State or Entity of special state-wide promotional discounts.
  - 6.1.9** No retroactive adjustments to prices or rates will be allowed.
- 6.2 Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may

be made via a purchasing card with no additional charge.

- 6.3 Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. **Exhibit A, Statement of Work**, contains Leasing and Rental provisions; however, it shall be at the discretion of each Participating State or Entity to accept these terms, reject these terms, or further negotiate the terms with the Contractor, as long as those negotiations don't fall outside the original scope of the RFP or the Master Agreement.

***For example:** The maximum lease or rental term on Group A Devices is 60 months; Contractor is not permitted to offer a lease term in excess of this.*

## VII. Ordering

- 7.1 Order Numbers.** Purchase Order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 7.2 Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.
- 7.3 Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- 7.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
- 7.5.1** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.
- 7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
- 7.5.3** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- 7.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

- 7.5.5** Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
- 7.6 Ordering and Invoicing Specifications.** At the discretion of the Participating State or Entity, all Orders pursuant to this Master Agreement, may contain the following:
- 7.6.1** Name of Purchasing Entity;
  - 7.6.2** The name, phone number, and address of Purchasing Entity representative;
  - 7.6.3** Order date;
  - 7.6.4** Description of the Product and/or Service ordered;
  - 7.6.5** Model number;
  - 7.6.6** Price;
  - 7.6.7** The Master Agreement number; and
  - 7.6.8** Any additional information required by the Participating State or Entity.
- 7.7** Contractor shall have the ability to accept procurement credit cards, and will not assess any additional charges or fees for processing payments via this method.
- 7.8** At the discretion of the Participating State or Entity, Contractor shall have the ability to provide a centralized billing option.
- 7.9** Authorized Dealers shall have the ability to invoice a Purchasing Entity directly, unless otherwise specified by a Participating State or Entity.
- 7.10** With the exception of drop-shipped items, Contractor and/or Authorized Dealers shall not issue an invoice until the Purchasing Entity has confirmed Acceptance, per **Section IX**.
- 7.11** Contractor and/or Authorized Dealers may charge the Purchasing Entity a re-stocking fee for any Products that are not accepted. The amount of the fee shall be the lesser of 10% of the purchase price, or \$200.00, unless otherwise specified in a Participating Addendum.
- 7.12** Contractor and/or Authorized Dealers may estimate meter reads if a Purchasing Entity fails to submit the required information within the specified time-frame.
- 7.13** All software Orders shall reference the Manufacturer's most recent release or version of the Product, unless the Purchasing Entity specifically requests a different version.
- 7.14** Contractor and/or Authorized Dealers may bill property tax separately or as otherwise indicated in a Participating Addendum or an Order.
- 7.15** Contractor and/or Authorized Dealers shall have a process in place for resolving disputed invoices, including escalation procedures. In addition, Contractor and/or Authorized Dealers shall have a process in place for issuing refunds or credits due to invoicing errors, as well as over-payments and Product returns.
- 7.16** Internet-based Portal and Electronic Catalogs. If Contractor provides the ability to place an Order through an internet-based portal or electronic catalog, then Contractor shall maintain all necessary hardware, software, backup-capacity and network connections required to operate that internet-based portal or electronic catalog. In addition, Contractor shall adhere to the following requirements:

- 7.16.1** The internet-based portal or electronic catalog shall clearly designate that the Products are part of the NASPO ValuePoint Master Agreement, and shall link to the Participating State or Entity's designated web location;
  - 7.16.2** All Environmentally Preferable Products (EPP) shall be clearly listed;
  - 7.16.3** If Contractor's electronic catalog will either be hosted on or accessed through the Participating State's eCommerce system, then Contractor shall comply with all policies, procedures and directions from the Participating State or Entity in relation to hosting its catalog on or making its catalog accessible through that system;
  - 7.16.4** All information made available through the Participating State or Entity's eCommerce system is accurate and complies with the Master Agreement and the Participating Addendum; and
  - 7.16.5** Paper catalogs or other digital media catalogs must be supplied to the Participating State or Entity upon request.
- 7.17 Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- 7.18 Substitutions.** If an ordered Product is out-of-stock, Contractor shall notify the Purchasing Entity and request approval before substituting for the out-of-stock item. Contractor's request to substitute shall explain how the substituted Product compares with the out-of-stock item. Any substitute Product offered must be on the Contractor's Master Agreement Price List.
- 7.19 Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.
- 7.20 Supplemental Documents.** All Attachments to this Master Agreement have been reviewed and negotiated by the Lead State only to the extent that they comply with the terms and conditions of RFP-NP-23-001 as well as this Master Agreement. Participating States and Entities are still advised however, to review each Supplemental Document and negotiate the terms and conditions further with Contractor if necessary. It shall be at the discretion of Contractor and Purchasing Entity to determine which Supplemental Documents are appropriate for each Order type. With the exception of End User License Agreements (EULA's), clickwrap agreements, and any third party software agreements, which have not been reviewed or negotiated by the Lead State, nor are they attached to this Master Agreement, only the Supplemental Documents attached to this Master Agreement are permitted to be used for any Order placed.

## **VIII. Shipping and Delivery**

- 8.1 Shipping Terms.** With the exception of Group C and Sub-Groups C1 and C2 Devices, all Products must be shipped F.O.B. destination, freight pre-paid by the Contractor, to the Purchasing Entity's specified location, unless otherwise indicated in a Participating Addendum. Group C and Sub-Groups C1 and C2 shipping charges shall be quoted to the Purchasing Entity prior to Order confirmation.

- 8.1.1** Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and Acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- 8.2 Available Products.** Devices that are in-stock or otherwise not subject to supply-chain shortages or issues, shall be delivered within thirty (30) calendar days after receipt of Order, unless otherwise specified by the Purchasing Entity.
- 8.3 Required Updates.** Contractor shall provide a minimum of semi-monthly updates to the Purchasing Entity regarding the status of all Devices that are, or will be expected to go, on backorder.
- 8.4 Software Installation.** Software related to the Device must be installed within five (5) Business Days of the Device installation, or as otherwise stated in an Order.
- 8.5 Delivery Days and Receiving Hours.** All deliveries shall be made during Normal Business Hours, which may vary for each Purchasing Entity of each Participating State. The Purchasing Entity shall not be responsible for any additional charges should the Contractor fail to observe specific delivery days and receiving hours. The delivery days and delivery hours shall be established by each individual Purchasing Entity upon Order placement.
- 8.6 Inside Deliveries.** All deliveries, with the exception of drop-shipped or desktop Devices, shall be made to the interior location specified by the Purchasing Entity. Specific delivery instructions will be noted on the Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.
- 8.7 Packaging.** Products shall be packaged and labeled so as to satisfy all legal and commercial requirements applicable for use by any Purchasing Entity, and shall include, without limitation and if applicable, OSHA material safety data sheets, and shall conform to all statements made on the label. Packages that cannot be clearly identified may be refused and/or returned at no cost to the Purchasing Entity.

## **IX. Inspection and Acceptance**

- 9.1 Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- 9.2 Applicability.** Unless otherwise specified in the Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3** With the exception of drop-shipped Devices, Purchasing Entity shall confirm delivery, installation and Acceptance of all Devices covered by each purchase, lease, or rental Order, by signing a Delivery and Acceptance Certificate (D&A), as referenced in **Exhibit B, Sample D&A Certificate**, which shows Acceptance of the Device(s) and allows Contractor to invoice for the Device(s).
- 9.4** Purchasing Entity agrees to sign and return the D&A to Contractor (which, at mutual agreement, may be done electronically) within five (5) Business Days after any Device is installed, or as otherwise stated in a Participating Addendum.
- 9.5** Failure to sign the D&A or reject the Device(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity; however, it does not relieve the

Contractor of liability for material (nonconformity that substantially impairs value) defects subsequently revealed when Devices are put to use. Acceptance of such Devices may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor shall be liable for any resulting expense incurred by the Purchasing Entity in relation to the preparation and shipping of Device(s) rejected and returned, or for which Acceptance is revoked.

**9.6 Inspection.** All Devices are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

**9.6.1** Devices that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.

**9.6.2** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Device rejected and returned, or for which Acceptance is revoked.

**9.7 Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.

**9.8 Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Device meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.

**9.8.1** The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Device is delivered or, if installed by Contractor, the day after the Device is installed and Contractor certifies that the Device is ready for Acceptance Testing.

**9.8.2** If the Device does not meet the standard of performance or specifications 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 is met.

**9.8.3** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Device still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Device 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.

**9.8.4** Contractor shall pay all costs related to the preparation and shipping of Device returned pursuant to the section.

**9.8.5** No Device will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

## **X. Warranty**

- 10.1 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.
- 10.2** The warranty period shall begin upon Acceptance of the Device, and shall be for a minimum of ninety (90) days for purchase, lease and rental Devices. This warranty shall be extended to all Devices acquired under the Master Agreement, including Remanufactured and/or Refurbished Devices.
- 10.3** Devices that are sold under the resulting Master Agreement will come with the standard features as published on the Manufacturers website, and will not deviate from the stated specifications.
- 10.4** Devices shall be in good working order, free from any defects in material and workmanship, and fit for the ordinary purposes they are intended to serve.
- 10.5** If defects are identified, per mutual agreement of Contractor and the Purchasing Entity, Contractor obligations shall be limited solely to the repair or replacement of Devices proven to be defective upon inspection.
- 10.6** Replacement of Devices shall be on a like-for-like basis and shall be at no cost to the Purchasing Entity.
- 10.7** Repair of defective parts and/or Devices shall be at no cost to the Purchasing Entity.
- 10.8** Upon significant failure of a Device, the warranty period shall commence again for a minimum of ninety (90) days. Significant failure shall be determined by the Participating State.
- 10.9** Contractor warranty obligations shall not apply if:
- 10.9.1** The Device is installed, wired, modified, altered, or serviced by anyone other than Contractor and/or their Authorized Dealer;
  - 10.9.2** If a defective or non-authorized Accessory, Supply, software, or part is attached to, or used in the Device; and
  - 10.9.3** The Device is relocated to any place where Contractor Services are not available.
- 10.10** Contractor agrees to perform its Services in a professional manner, consistent with applicable industry standards.
- 10.11** It will be at the discretion of each Participating State or Entity to negotiate additional warranty requirements with the Contractor.
- 10.12 Lemon Clause**
- 10.12.1** This clause shall apply to all Devices that are purchased, leased, or rented under the Contractor's Master Agreement.
  - 10.12.2** This clause shall not apply if Supplies are used in the Devices that were not manufactured, provided, or authorized by the Contractor.
  - 10.12.3** The application period is thirty-six (36) months from the date of Acceptance.
  - 10.12.4** This clause shall take precedence over any other warranty or Services clauses associated with the Contractor's Master Agreement, or as specified by a

Participating State or Entity in their Participating Addendum.

**10.12.5** A Purchasing Entity must maintain an uninterrupted Maintenance Agreement on all purchased Devices in order for this clause to apply past the initial ninety (90) day warranty.

**10.12.6** Any Device that fails (except due to operator error) to function in accordance with the Manufacturer's published performance specifications, four (4) times in any four (4) week period and/or is subject to recurring related problems, shall be replaced with a new Device that meets or exceeds the requirements of the original Device, at no cost to the Purchasing Entity.

**10.13 Rights Reserved.** 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.

## **XI. Equipment Title**

**11.1 Conveyance of Title.** Contractor shall have exclusive title to the Devices being delivered and the Devices shall be free and clear of all liens, encumbrances, and security interests. Title to the Device shall only pass to the Purchasing Entity upon:

**11.1.1** Purchasing Entity up-front purchase of the Device;

**11.1.2** Purchasing Entity exercising the purchase option at the end of an FMV Lease;

**11.1.3** Expiration of a Purchasing Entity's Capital Lease; or

**11.1.4** Purchasing Entity has secured Third Party financing and payment is being made directly to the Contractor by the Purchasing Entity.

**11.2** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.

**11.3 Embedded Software.** Transfer of title to the Device must include an irrevocable and perpetual license to use any Embedded Software in the Device. If Purchasing Entity subsequently transfers title of the Device to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Device title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

**11.4 License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

## **XII. Indemnification**

**12.1 General Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any

death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

**12.2 Intellectual Property Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("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 or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

**12.2.1** The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

**12.2.1.1** provided by the Contractor or the Contractor's subsidiaries or affiliates;

**12.2.1.2** specified by the Contractor to work with the Product;

**12.2.1.3** reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

**12.2.1.4** reasonably expected to be used in combination with the Product, system or method.

**12.2.2** 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 the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

**12.2.3** The Indemnified Party shall furnish, at the Contractor's reasonable request and 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 the Intellectual Property Claim 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.

**12.2.4** Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

### **XIII. Insurance**

**13.1** Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers

licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option; result in termination of its Participating Addendum.

- 13.2** Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:
- 13.2.1 Commercial General Liability** covering premises operations, Independent Contractors, Products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence, \$2 million general aggregate, \$2 million Products and completed operations aggregate and \$50,000 and any one fire. If any aggregate limit is reduced below \$2,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the Participating Entity, a certificate or other document satisfactory to the Participating Entity, showing compliance with this provision.
  - 13.2.2 Cyber Liability** covering claims and losses with respect to network, internet (Cloud) or other data disclosure risks (such as data breaches, releases of Confidential Information, unauthorized access/use of information, and identity theft) with minimum limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate.
  - 13.2.3** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
  - 13.2.4 Automobile Liability** covering any auto (including owned, hired and non-owned), with a minimum limit of \$1,000,000 each accident combined single limit.
- 13.3** Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that the insurer not revoke them until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.
- 13.4** 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:
- 13.4.1** Includes the Participating States identified in the Request for Proposal as additional insured's, and;
  - 13.4.2** 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.
- 13.5** Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within seven (7) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum,

or the Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within fifteen (15) days after any renewal date. These certificates of insurance must expressly indicate compliance with each insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

- 13.6** Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Order.
- 13.7 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- 13.8 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- 13.9 Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- 13.10 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

#### **XIV. General Provisions**

##### **14.1 Records Administration and Audit**

- 14.1.1** 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 will 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 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 will survive for a period of six (6) years following termination of this

Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

**14.1.2** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

**14.1.3** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

## **14.2 Confidentiality, Non-Disclosure, and Injunctive Relief**

**14.2.1 Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

**14.2.1.1** Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

**14.2.1.2** Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

**14.2.1.3** Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

**14.2.2 Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

**14.2.2.1** Contractor shall advise each of its employees and agents of their

obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

- 14.2.2.2** Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.
- 14.2.2.3** Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.
- 14.2.2.4** Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.
- 14.2.3 Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.
- 14.2.4 Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.
- 14.2.5 NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.
- 14.2.6 Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

### **14.3 Assignment/Subcontracts**

**14.3.1** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

**14.3.2** The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

**14.4 Changes in Contractor Representation.** The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

**14.5 Independent Contractor.** Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

**14.6 Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

**14.7 Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, acts of war which are beyond that party's reasonable control, pandemics, or epidemics that would negatively impact supply chain distribution. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement. This clause does not absolve Purchasing Entity of their payment obligations for goods or services received. Past due account charges will not accrue until the conclusion of the Force Majeure event, at which point Contractor shall also be expected to resume their Service obligations.

### **14.8 Defaults and Remedies**

**14.8.1** The occurrence of any of the following events will be an event of default under this Master Agreement:

**14.8.1.1** Nonperformance of contractual requirements;

**14.8.1.2** A material breach of any term or condition of this Master Agreement;

**14.8.1.3** Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue

or materially misleading;

**14.8.1.4** Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

**14.8.1.5** Any default specified in another section of this Master Agreement.

**14.8.2** Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

**14.8.3** If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

**14.8.3.1** Any remedy provided by law;

**14.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;

**14.8.3.3** Assessment of liquidated damages as provided in this Master Agreement;

**14.8.3.4** Suspension of Contractor from being able to respond to future bid solicitations; and

**14.8.3.5** Suspension of Contractor's performance.

**14.8.4** Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

**14.9 Waiver of Breach.** Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master

Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

**14.10 Debarment.** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

#### **14.11 No Waiver of Sovereign Immunity**

**14.11.1** In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

**14.11.2** This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

#### **14.12 Governing Law and Venue**

**14.12.1** The laws of the Lead State shall govern the construction and effect of this Master Agreement. Venue for any administrative or judicial action relating to this Master Agreement shall be in the City and County of Denver, Colorado.

**14.12.2** The construction and effect of any Participating Addendum or Order against this Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

**14.12.3** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): The Lead State for claims relating to the procurement, evaluation, award, or Contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

**14.13 Assignment of Antitrust Rights.** Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of

action.

**14.14 Survivability.** Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

### SIGNATURE PAGE

#### THE PARTIES HERETO HAVE EXECUTED THIS MASTER AGREEMENT

**\* Individual signing for Contractor hereby swears and affirms that they are authorized to act on Contractor's behalf and acknowledge that the Lead State is relying on their representations to that effect.**

<p align="center"><b>CONTRACTOR</b></p> <p><b>Konica Minolta Business Solutions U.S.A., Inc.</b></p> <p>By: Kristen McKenna  Title: Director, Government Contracts</p> <p>By: <u>DocuSigned by:  Kristen McKenna</u>  <small>AA1B4B6FBE34B5...</small>  *Signature</p> <hr/> <p>Date: <u>12/7/2023</u></p>	<p align="center"><b>STATE OF COLORADO</b></p> <p align="center"><b>Jared S. Polis, Governor</b></p> <p align="center">Department of Personnel &amp; Administration  State Purchasing &amp; Contracts Office  Tony Gherardini, Executive Director</p> <p>By: <u>DocuSigned by:  John Chapman</u>  <small>EF33AF0EB31E414...</small>  John Chapman, State Purchasing Manager</p> <hr/> <p>Date: <u>12/8/2023</u></p>
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#### ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

**CRS §24-30-202 requires the State Controller to approve all State Contracts. This Master Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any Goods and/or Services provided hereunder.**

<p align="center"><b>STATE CONTROLLER</b></p> <p align="center"><b>Robert James, CPA, MBA, JD</b></p> <p>By: <u>DocuSigned by:  Nathan Hanley</u>  <small>66856696CC1A43A...</small></p> <hr/> <p>Date: <u>12/8/2023</u></p>
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## EXHIBIT A – STATEMENT OF WORK

### I. Product Overview

- A. Contractor is authorized to provide Products and Services in the following Groups and Sub-Groups:

1. Primary Products and Services:

Group	Products and Services
A	A3 MFD – <i>OEM only</i>
B	A4 MFD – <i>OEM and Non-OEM</i>
C	Production Equipment – <i>OEM and Non-OEM</i>
D	Single-function Printers – <i>OEM and Non-OEM</i>
E	Large/Wide Format Equipment – <i>OEM and Non-OEM</i>
F	Scanners – <i>OEM and Non-OEM</i>
G	Software – <i>OEM and Non-OEM</i>
H	Supplies (consumable) – <i>OEM and Non-OEM</i>
I	Managed Print Services

2. Ancillary Products and Services:

Sub-Group	Products and Services
G1	Software Related Services
C1	Standalone Production Devices (cutters, sorters, binders) – <i>OEM and Non-OEM</i>
C2	Industrial Print Equipment – <i>OEM and Non-OEM</i>
D1	Specialty Printers (3D, receipt, barcode label, card, cable) – <i>OEM and Non-OEM</i>

- B. Contractor may not provide Products that have not been approved by the Lead State, with the exception of NSP items, as referenced in **section II.B.3**.
- C. Contractor may only offer Devices that meet the minimum requirements as outlined in **section II.A**.
- D. Any Products added to the Master Agreement throughout the term of the Contract must be discounted according to the proposed discount for the appropriate Segment or as specified in **section II.A.4**.
- E. Contractor may provide MPS under any Group they offer under this Contract. However, MPS may not be provided on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless Contractor has a written agreement with the Manufacturer to do so.
- F. Contractor may add, remove or modify Products and Services on their Price Lists **once per**

**calendar month**, beginning in September 2024. Modifications do NOT include price increases. Refer to **section 6.1 of the Master Agreement Terms and Conditions** for information regarding pricing.

- G.** Any Device additions must be updated with Buyer’s Lab within ninety (90) days of submission to the Lead State. Failure to adhere to this requirement will result in the Device(s) being removed from the Master Agreement Price List(s) until such time they can be verified on Buyer’s Lab. In addition, if a Device is acquired by a Purchasing Entity that is not listed on Buyer’s Lab within 90 days of it being added to the Price List, then Contractor shall remove the Device from the Purchasing Entity location and substitute it with a Device of equal or greater value, at no charge to the Purchasing Entity. This substituted Device must be on the Price List, AND listed on Buyer’s Lab.

**II. Master Agreement Deliverables**

**A. Primary Product and Service Offerings**

- 1. Group Categories.** Segments shall be utilized to distinguish the various speeds of the Devices within Groups. The speeds are denoted in Page per Minute (PPM). The Segments for each Group are as follows:

<b>Group A – MFD, A3</b>	
<b>Segment</b>	<b>PPM</b>
2	20 – 30
3	31 – 40
4	41 – 50
5	51 – 60
6	61 – 70
7	71 – 90

<b>Group B – MFD, A4</b>	
<b>Segment</b>	<b>PPM</b>
1	Up to 20
2	21 - 30
3	31 - 40
4	41 - 50
5	51 - 60
6	61+

<b>Group C – Production Equipment</b>	
<b>Segment</b>	<b>PPM</b>
1	65 – 79
2	80 – 89
3	90 – 110
4	111 – 130
5	131+

<b>Group D – Single-function Printers</b>	
<b>Segment</b>	<b>PPM</b>
1	Up to 20
2	21 – 40
3	41 – 60
4	61+

<b>Group E – Large/Wide Format Equipment</b>			
<b>Segment</b>	<b>A1 or D Size PPM*</b>	<b>Width – Office</b>	<b>Width - Industry</b>
Low	0 – 3	24” – 44”	46” and higher
Medium Low	4 - 9	24” – 44”	46” and higher
Medium High	10 - 19	24” – 44”	46” and higher
High	20+	24” – 44”	46” and higher

\*Speeds denoted above are based on b&w output

<b>Group F - Scanners</b>	
<b>Segment</b>	<b>PPM</b>
1	10 – 29
2	30 – 49
3	50 – 69
4	70 – 89
5	90 – 110
6	111 – 130
7	131+

**2. Device Configurations.** Devices must be equipped, at a minimum, with the following Accessories/capabilities:

**2.1 Group A – MFD, A3**

- a. New power filter;
- b. Duplex for Segment 3 and above;
- c. Standard paper drawer(s) equal to or greater than:
  - i) One (1) paper supply for Segment 2;
  - ii) Two (2) paper drawers for Segments 3 and 4; and/or
  - iii) 2,000 sheet paper capacity for Segments 5 and above.
  - iv) Paper size capacity up to 11” x 17”; and
  - v) Bypass paper supply, if applicable for Segment.

**2.2 Group B – MFD, A4**

- a. New power filter;
- b. Bypass paper supply;
- c. Standard paper drawer(s) equal to or greater than:

- i) One (1) paper supply for Segments 1 and 2;
- ii) Two (2) paper drawers for Segments 3 and 4; and/or
- iii) 1,000 sheet capacity for Segments 5 and above.

- d. Paper size capacity up to 8 1/2" x 14"; and
- e. Envelope adjustment capability.

### **2.3 Group C – Production Equipment**

- a. New power filter;
- b. Standard paper drawer(s);
- c. Standard paper capacity;
- d. Duplex; and
- e. Network connectivity.

### **2.4 Group D – Single-function Printers**

- a. Must include an inkjet, light emitting diode (LED), or laser print engine;
- b. Standard paper drawer(s);
- c. Standard paper capacity; and
- d. Network connectivity.

### **2.5 Group E – Large/Wide Format Equipment**

- a. Hard-Disk drive;
- b. Network connectivity;
- c. Touch screen control panel; and
- d. Automatic Media Selection – a built-on sensor detects the size of the original and the proper media size is then selected.

### **2.6 Group F – Scanners**

- a. Charge-Coupled Device (CCD) or Contact Image Sensor (CIS);
- b. Automatic Document Feeder (ADF);
- c. Letter or legal paper size capacity;
- d. Color depth of at least 24 bytes; and
- e. Single pass duplex scan.

## **3. Device Standards.** Devices must meet the following requirements:

- 3.1** Group A Base Units are OEM only.
- 3.2** Group A and Group B must be EPEAT registered to a minimum of Bronze Standard within one (1) year of being added to the Master Agreement Price List.
- 3.3** Group D must be Energy Star compliant or EPEAT registered to a minimum of Bronze Standard within one (1) year of being added to the Master Agreement Price

List.

- 3.4 Group E must be Energy Star compliant and registered within one (1) year of being added to the Master Agreement Price List.
  - 3.5 If Contractor Devices fail to meet the EPEAT Bronze Standard, or be Energy Star compliant (applicable to Group D and E Devices only) within one (1) year, then they will be removed from the Price List. If said Devices have already been placed at a Purchasing Entity's location, then Contractor must replace the Devices with a comparable, qualified model, at no cost to the Purchasing Entity.
  - 3.6 All Devices must be Newly Manufactured, current, Remanufactured, or Refurbished, except as specified in a Participating Addendum. Discontinued Devices are not permitted to be offered under the Master Agreement.
  - 3.7 Devices, when installed, and if available, must be set-up to receive automatic software updates and patches.
  - 3.8 Device specifications must be published on the Contractor website.
  - 3.9 MSRP must not exceed what is listed with Buyers Laboratory Inc., or List Price must not exceed what is published on the Manufacturer's website.
  - 3.10 Devices must maintain a PPM speed, according to Segment classification.
  - 3.11 Devices must be compatible with using recycled paper, up to and including, 100% Post-Consumer Waste (PCW) paper. Contractor may not fault the use of recycled paper for Device failures, as long as the recycled paper in use meets the standard paper specifications (e.g., multi-purpose, copy, or laser paper).
- 4. Device Exceptions**
- 4.1 Group B, Group C, Sub-Group C1, Sub-Group C2, Group D, Sub-Group D1, Group E, and Group F will not be restricted to OEM, and do not have to be Private Labeled.
  - 4.2 Group C, Sub-Group C1, Sub-Group C2, and Group F are not required to be EPEAT registered or Energy Star compliant.
  - 4.3 Digital Duplicators may be offered by Contractor under Group A, and must be priced based on the minimum discount offered in the Segment to which they most closely relate.
  - 4.4 Under Group E, Contractor may offer Large/Wide Format Equipment that accommodates all paper sizes. Pricing shall be based on the discount offered for the Segment in which the Device belongs.
- 5. Accessories**
- 5.1 Contractor shall provide OEM and/or Third Party compatible Accessories that compliment or enhance the features of the Device.
  - 5.2 Contractor may also maintain a separate price list for Accessories for Base Units that have been discontinued. The pricing must be based on the same discount

offered, per the 'Discount from MSRP' tab, on the applicable Group Price List.

- 5.3 Purchasing Entities may add Accessories to Devices that have been purchased, leased or rented under prior NASPO ValuePoint Master Agreements, as well as via any other means. If the Device is currently being leased or rented, Purchasing Entity must obtain Contractor approval to add Accessories. Purchasing Entities shall also be advised that obtaining Accessories from a Third Party and not the Contractor or their Dealer may void certain warranty or maintenance agreement provisions.

## **6. Remanufactured and Refurbished Equipment**

- 6.1 Contractor may offer Remanufactured and/or Refurbished Equipment under any Group.
- 6.2 Remanufactured and Refurbished Equipment is not required to be EPEAT registered or Energy Star compliant.
- 6.3 Equipment can be acquired via a purchase, lease or rental agreement.
- 6.4 Contractor must notify the Purchasing Entity in writing, when Remanufactured or Refurbished Equipment is being offered.
- 6.5 All Remanufactured or Refurbished Equipment must be clearly labeled as such, and must be certified by the Manufacturer.
- 6.6 Remanufactured Equipment must be priced according to the minimum discount offered for similar Equipment in the same Group and Segment of the resulting Master Agreement.
- 6.7 Refurbished Equipment shall be offered at a minimum discount of 10% less than the lowest priced Device of the Group and Segment to which the Refurbished Equipment belongs.
- 6.8 Service and Supplies for Remanufactured and Refurbished Equipment will receive the same pricing as the Published Price for the Group and Segment to which it belongs.

## **7. Group G - Software**

- 7.1 May be provided by Contractor to enhance the capabilities of the Devices, or may be provided as a standalone option on any owned, leased or rented Device.
- 7.2 Software pricing for unique designs or complex configurations will be quoted on a case by case basis.
- 7.3 Contractor may provide OEM and/or Third Party software.
- 7.4 All software drivers shall be, at a minimum, Windows 10 compliant, and all Devices must have universal software drivers.
- 7.5 Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software, provided such terms do not contradict the language in the Master Agreement, and unless otherwise stated in a

Participating Addendum.

**7.6 Software Subscriptions**

- a. Software pricing shall be inclusive of available software patches and any updates.
- b. Purchasing Entities shall have the option to finance software subscriptions by utilizing the proposed lease and rental rates.
- c. Any new releases of software versions (upgrades) shall be chargeable to the Purchasing Entity; however, Contractor may not charge for the installation of the software upgrade, unless installation is excessive, and charges are agreed to by Purchasing Entity.
- d. License fees and support fees shall remain firm throughout the term of the agreement.
- e. Software subscriptions shall not be subject to automatic renewals, unless otherwise agreed to in an Order.
- f. Contractor shall be responsible for communicating all updates, patches, and new releases/versions to Purchasing Entities.
- g. Contractor shall provide a web-based or toll-free hotline during Normal Business Hours for Purchasing Entities to report software problems or answer software related questions.

**8. Group H – Supplies (consumable)**

- 8.1 Contractor may offer OEM or compatible Ink and Roll paper for Group E Devices. The Ink and/or paper may be purchased as standalone items, and will not be included as part of a Maintenance Agreement, nor will it be wrapped into the Total Monthly Payment on a lease or rental agreement.
- 8.2 Contractor may offer OEM or compatible consumable Supplies for Groups A, B, C, D and F, as well as Sub-Groups C1, C2 and D1. These Supplies may be purchased as standalone items or included as part of a Maintenance Agreement. Under no circumstances may the Supplies, regardless of quantity, be financed, unless they are start-up Supplies. All compatible Supplies must meet OEM standards for performance and quality. The Supplies that may be offered are:
  - a. Toner;
  - b. Staples;
  - c. Ink;
  - d. Print Cartridges;
  - e. Imaging Drums;
  - f. Fuser Kits;
  - g. Cleaning Kits;
  - h. Transfer Kits;

- i. Waste Toner Bottles;
- j. Fuser Oil;
- k. Ozone Filters;
- l. Ribbon;
- m. Developer;
- n. Rollers and Pads; and
- o. Maintenance Kits.

**8.3** Toner must be free of carcinogenic, mutagenic, or teratogenic substances, and should avoid petroleum inks and inks with high volatile compounds. Toner cartridges should also be remanufactured, contain recycled content, or be bio-based.

**8.4** Contractor shall provide the Purchasing Entity with a method to return the empty toner cartridges at no additional charge.

## **9. Service Offerings**

### **9.1 Group I - Managed Print Services**

- a. The main components of an MPS engagement are needs assessment, selective or general replacement of Devices, and the Service, parts and Supplies needed to operate the new and/or existing Devices, including existing Third Party Devices as owned by the Purchasing Entity. The Contractor tracks how the Device fleet is being used, the problems associated with that use, and customer satisfaction in regards to meeting statement of work objectives.
- b. In addition to the ongoing monitoring and management of a fleet of Devices, Contractor must also offer project implementation Services, and customer help-desk support and training.
- c. Contractor may also offer hourly Services for consulting purposes, project management, change management plans, and other staffed Services which meet customer needs such as to operate copy centers or complete back file scanning projects.
- d. MPS may also include enterprise content management Services and workflow optimization components, such as scanning and document capture solutions, developing custom applications for smart MFDs that automate paper-intensive document workflows and route scanned pages to document management systems. It can also be extended to include the restructuring of document workflows. Some MPS engagements may be designed to improve document security or to reduce print volumes and power consumption for environmental reasons.
- e. All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, similar to the format referenced in **Attachment 15, Konica Sample MPS Statement of Work**, and it must be

approved by both parties prior to the initiation of any engagement.

- f. Any MPS engagement shall include the following:
  - i) **Free Initial Assessment** (includes, but is not limited to: document workflow; identification of Service, Supplies, and parts; current output; total cost of ownership; employee to Device ratio; preliminary estimated cost savings);
  - ii) **Implementation** (e.g. plan development; hardware and software installation and set-up);
  - iii) **Remote Device Monitoring** (e.g. job accounting; automated meter reads; automated toner replenishment);
  - iv) **End-user Support** (e.g. training; Help Desk); and
  - v) **Account management** (e.g. reporting; invoicing; customer business reviews).
- g. The MPS engagement may include, but is not limited to, the following:
  - i) **Professional Services** (e.g. consulting; project management; record management; network and data security; document workflow consulting; document scanning; back-file conversion; mail-room Services);
  - ii) **Cost-based Assessment** (e.g. asset mapping; end-user survey; detailed recommendation; analysis and plan design);
  - iii) **Change Management;**
  - iv) **Maintenance** (e.g. Preventative Maintenance; Service and repair; on-site break/fix; parts management; warranty management);
  - v) **Ongoing Fleet Management and Optimization** (e.g. consumable spend; continual assessments; green initiatives; add/move/change Services; disaster recovery).
  - vi) **Software and Cloud Solutions** (e.g. mobile print, pull-print, enterprise content management; automated workflow; capture and route; security); and
  - vii) **Cartridge Recycling.**
- h. The free initial assessment shall not constitute a commitment on behalf of the Purchasing Entity. Upon request from a Purchasing Entity, Contractor must provide the assessment with the understanding that the Purchasing Entity is under no obligation to enter into an MPS engagement.
- i. MPS pricing and billing options shall be flexible and the Purchasing Entity will drive the complexity of the solution required with a staged approach to implementation.

**9.2 Maintenance Agreements.** No Maintenance Agreement shall be subject to automatic renewals.

**a. Pricing**

- i) Pricing must include a zero base, cost per click rate for b&w and/or color for Groups A, B, C and D.
- ii) Pricing for a monthly base charge, a set copy allowance and an overage rate for b&w and/or color may also be provided.
- iii) Pricing for a monthly base charge, a set copy allowance, an overage rate for b&w and/or color, and Supplies may also be provided.
- iv) Flat Rate Fee pricing must be provided that includes all parts, labor, Preventative Maintenance, and Service Calls for Groups A, B, C and D. Supplies may or may not be included.
- v) Pricing for ALL Groups may also be provided that includes all parts, labor, Preventative Maintenance (if applicable), and Service Calls, but excludes Supplies.
- vi) Paper and ink for Group E Devices shall not be included as part of the Service and Supply pricing.
- vii) Contractor may increase their Service and Supply pricing to include staples (if applicable to the Device).
- viii) Contractor may provide a flat rate fee without staples, and a flat rate fee with staples. All flat rate fees shall allow for an annual increase of up to 5%.
- ix) Contractor may charge flat rate fees for Services performed on any Accessories.
- x) Service Calls due to misuse, neglect or abuse shall not be covered by the Maintenance Agreement, and Contractor and Authorized Dealers may bill the Purchasing Entity at an hourly rate for Services rendered.
- xi) 11"x17" impressions may be counted as one (1) click or two (2) clicks on Group A and C Devices.
- xii) Contractor may offer a one (1) click rate that encompasses all paper sizes for Group C Devices.
- xiii) A two-sided document shall be counted as two (2) clicks.
- xiv) Contractor must not charge for scans on any MFD.

**b. Initial Term**

- i) Pricing shall remain firm for the initial term of the Maintenance Agreement (e.g. 12, 24, 36 months etc.). Upon renewal of the Maintenance Agreement, Contractor may adjust the pricing, as long as the pricing does not exceed Master Agreement rates.
- ii) For lease and rental Devices, the total Maintenance Agreement term shall be equal to the term of the lease or rental (e.g. 24, 36, 48 months etc.).
- iii) For purchased Devices, the initial term is determined by the

Purchasing Entity, as long as it does not exceed 60 months on Group A, Group B, Group D, Sub-Group D1, Group E, and Group F Devices, and 72 months on Group C and Sub-Groups C1 and C2 Devices.

**c. Renewal Term**

If a Purchasing Entity wishes to renew a Maintenance Agreement for Devices that were acquired under prior Master Agreement (RFP-NP-18-001) or Master Agreement (3091), then **section II.A (9.2)(h)** shall apply.

**d. Blended Rates**

- i) Contractor must have the ability to blend the Service and Supply costs over a large Device fleet, and the Blended Rate must cover all units in the fleet.
- ii) The Blended Rate must be divided between b&w and color.
- iii) Contractor shall provide the Purchasing Entity with the Blended Rate calculation prior to Order placement.
- iv) Utilizing a Blended Rate shall be at the discretion of the Participating State or Entity, and/or the Purchasing Entity.

**e. Manual Meter Reads**

- i) Contractor must have an electronic method for collecting meter reads from a Purchasing Entity.
- ii) Meter reads may be submitted via the Contractor's online portal, or through email, or facsimile.
- iii) A Participating State or Entity may also elect, at their discretion, to submit meter reads through the Device.

**f. Customer Owned Devices**

- i) Purchasing Entities may elect to enter into a Maintenance Agreement for Devices they already own, or Devices they acquire through an up-front purchase.
- ii) The Maintenance Agreement may be priced on a flat rate fee, which shall include parts, labor, Preventative Maintenance (if applicable) and Service calls. Supplies may or may not be included.

**g. Lease or Rental Devices**

- i) Contractor shall be required to provide a Maintenance Agreement on all Devices that are leased or rented by a Purchasing Entity.
- ii) The Maintenance Agreement shall be priced based on a cost per click rate, or a monthly base charge.

**h. Legacy Devices**

- i) Upon request from the Purchasing Entity, Contractor may provide a Maintenance Agreement on any Device that is owned or was leased or rented through Master Agreement (RFP-NP-18-001), Master Agreement (3091), or via any other means, providing the following

conditions are met:

- 1) The Device has not reached the end of its Useful Life;
  - 2) The maximum term of the Maintenance Agreement does not exceed the Useful Life of the Device, unless otherwise specified in a Participating Addendum; and
  - 3) The Maintenance Agreement adheres to the same requirements as outlined in **sections II.A (9.2)(f) and II.A (9.2)(g)**.
- ii) Devices that were previously serviced by another Dealer or Manufacturer must be inspected and repaired, if necessary. Upon mutual agreement, Contractor may charge Purchasing Entity for any parts and/or labor required to bring the Device up to acceptable maintenance levels.
- iii) If the Device has been at the Purchasing Entity's location for less than five (5) years, then Maintenance Agreement pricing shall not exceed the new Master Agreement pricing, until the Purchasing Entity reaches the five (5) year mark. Refer to **section II.A (9.2)(h)(iv)** below for additional information.
- iv) If the Device has been at the Purchasing Entity's location for more than five (5) years, then Maintenance Agreement pricing shall not exceed 120% of the Service and Supply pricing in the new Master Agreement.

## **B. Ancillary Product and Service Offerings**

1. **Sub-Group Categories.** The following Products and Services are sub-groups of the Primary Product and Service Offering Groups.

1.1 **Sub-Group G1 – Software Related Services.** This is a sub-group of Group G – Software. This sub-group shall include, but not be limited to, the following Services:

- a. Cloud-based scanning (software as a service, enterprise content management); and
- b. Industrial Print solutions (back-file conversion, enterprise content management).

1.2 **Sub-Group C1 – Standalone Production Devices.** This is a sub-group of Group C – Production Equipment. Products offered under this sub-group are not restricted to OEM, and may include, but not be limited to, the following:

- a. Cutters;
- b. Inline Finishers;
- c. Folders;
- d. Sorters;
- e. UV Coaters; and
- f. Binders.

1.3 **Sub-Group C2 – Industrial Print Equipment.** This is a sub-group of Group C – Production Equipment. Products offered under this sub-group are not restricted to

OEM, and may include, but not be limited to, the following:

- a. Digital Label Press;
- b. Digital Press;
- c. 3D Printers;
- d. 48" and larger Wide Format Printers (roll-fed, hybrid, flatbed);
- e. Continuous Feed Inkjet;
- f. High Speed Inkjet; and
- g. Decorative Print & Embellishment.

**1.4 Sub-Group D1 – Specialty Printers.** This is a sub-group of Group D – Single-Function Printers. Products offered under this sub-group are not restricted to OEM, and may include, but not be limited to, the following:

- a. Barcode labels;
- b. High Volume Inkjet;
- c. 3D Printers;
- d. Receipt printers;
- e. Card printers; and
- f. Cable printers.

**2. Sub-Group Category Discounts.** Products in Sub-Groups C1, C2 and D1 must be discounted at a minimum of 5% for OEM and a minimum of 2% for Non-OEM, unless such discounts would exceed the discount amount offered for OEM and Non-OEM within Group C and Group D, respectively.

**3. Open Market Items**

**3.1** Contractor may offer Not Specifically Priced (NSP) items that compliment or enhance the Devices and/or Services offered under the Master Agreement. NSP items will **not** include:

- a. Interactive White boards;
- b. Computers, monitors, or other related hardware items;
- c. Fax machines;
- d. Kiosk machines;
- e. Overhead Projectors; and
- f. Cameras.

**3.2** NSP items may only be acquired through the Contractor or their Authorized Dealer and must be reported quarterly with all other sales under the Master Agreement.

**3.3** NSP items must be priced at a minimum discount of 15% from MSRP or List Price.

**3.4** NSP items may be offered to a Purchasing Entity as a stand-alone option, and the maximum allowable amount of all NSP items in a single Order shall be determined

by the Participating State or Entity.

- 3.5 It shall be at the discretion of the Participating State or Entity to allow Open Market Items in their Participating Addendum.

**4. Emerging Technologies**

- 4.1 Upon approval from the Lead State, Contractor may add new, related technology to the resulting Master Agreement.
- 4.2 Technology is not restricted to OEM, nor is it required to be Private Labeled.
- 4.3 Any new technology that a Contractor requests to add to their Price List must contain a full description of the Product, the MSRP and pricing information, and an explanation/justification as to how the Product conforms to the requirements of the RFP and Master Agreement.
- 4.4 Any new technology must be priced according to the lowest discount offered for any Product under the Master Agreement. No discount or a 0% discount does not qualify as a “lowest” discount.

**III. Purchase, Lease and Rental Programs**

**A. Acquisition Methods.** Contractor may offer the following:

<b>Financial Vehicle</b>	<b>Standard Terms Offered</b>
Purchase	N/A
Fair Market Value Lease	12,18, 24, 36, 48 and 60 months
Capital Lease	
Straight Lease	
Cancellable Rental	

- 1. All Devices on Contractor’s Price List may be purchased, leased or rented, either as a packaged-deal, or stand-alone item.
- 2. Contractor may also offer 72-month lease and rental rates for Group C and Sub-Groups C1 and C2 Devices only.

**B. Device Trade-In**

- 1. A Purchasing Entity shall have the option, at the Contractors sole discretion, and based upon Participating State or Entity regulations and laws, and Purchasing Entity policies, to do a Device Trade-In, when placing a purchase, lease or rental Order.
- 2. The value for the Device Trade-In shall be negotiated by the Purchasing Entity and the Contractor, and shall not include any disposal or shipping fees.

**C. Lease and Rental Rates**

- 1. Contractor may elect to include property tax in their lease and rental rates, or they may bill the Purchasing Entity separately for property tax.
- 2. Once a Purchasing Entity enters into a lease or rental agreement, the lease or rental rate must remain fixed throughout the Initial Lease or Rental Term, regardless of whether the

Contractor had increased their lease or rental rates in the Master Agreement Price Lists. If Contractor has decreased their lease or rental rates in their Price Lists, then they may extend that lower rate to the Purchasing Entity.

3. Device Payments for Renewal Terms must never exceed Master Agreement pricing.
4. If a Purchasing Entity enters into a Renewal Term, then the Device Payment will be subject to the lease and rental rates listed in the most recent Price Lists posted on the NASPO ValuePoint website.
5. Contractor may update lease and rental rates on a quarterly basis to allow for changes in the financial market. The rates must be indexed against the US Daily Treasury Yield Curve Rates, or a comparable index, and must be the rate in effect at the end of each calendar quarter.
6. Lease and rental rates must be proposed as a decimal multiplying factor in such a manner that the purchase price of the Device may be multiplied by the lease or rental rate to arrive at the resulting monthly Device Payment. Proposed rates must include the following information:
  - 6.1 The Daily Treasury Yield Curve (or comparable index) Rate;
  - 6.2 The date used for the Daily Treasury Yield Curve (or comparable index) Rate;
    - a. The fixed margin for each lease and rental type being proposed, and how that margin is determined; and
    - b. The methodology for determining the 48 month base rate if a 4-year rate is not published.
  - 6.3 Contractor must offer Coterminous lease and rental rates to any Purchasing Entity wishing to add Products to an existing lease or rental agreement. The calculation for the Coterminous lease and rental rates must adhere to the following methodology:

***For example:** A customer enters into a 36 month FMV Lease, and 12 months into that lease, they decide to add an Accessory to the Base Unit. The Contractor shall divide the 36 month cumulative Device Payment by 24 months to arrive at the monthly Coterminous payment for that Accessory. That payment will then be added to the existing Device Payment. The new Total Monthly Payment must then be disclosed to the Purchasing Entity.*

#### **D. Leasing and Rental Overview**

1. All lease and rental programs shall remain with the Contractor or Authorized Dealer through an in-house leasing program, or through the financial branch or subsidiary of Contractor. In addition, Contractor and their Authorized Dealer may use Third Party leasing companies, however; all Third Party leasing company documents must be reviewed and approved by the Lead State and said documents must be incorporated into the Master Agreement before any Participating State, Participating Entity, or Purchasing Entity can use them. It will be at the discretion of the Participating State, Participating Entity, or the Purchasing Entity as to whether billing shall be in the name of Contractor, Authorized Dealer or Third Party leasing company. All contractual obligations however, will still be the responsibility of the Contractor.

2. A Purchasing Entity may lease or rent Devices pursuant to the terms and conditions in this Master Agreement, and according to the requirements listed in their states' Participating Addendum.
3. Lease and rental agreements shall not be subject to automatic renewals. This is non-negotiable in any Participating Addendum or Order.
4. A lease or rental agreement issued prior to the termination of the Master Agreement and Participating Addendum, shall survive the termination of the Master Agreement and the Participating Addendum, and all terms and conditions of the Master Agreement and Participating Addendum shall continue to apply.
5. With the exception of a \$1 Buyout Lease arrangement, or unless exercising the purchase option on an FMV Lease, a Purchasing Entity shall return the Device at the end of the Initial Lease or Rental Term, or at the end of the Renewal Lease or Rental Term, or the Contractor may pick the Device up, without any further financial obligations to the Purchasing Entity.
6. Device pickups must be performed within thirty (30) calendar days of the end of the Initial or Renewal Term.
7. Device returns must be performed within thirty (30) calendar days after the Contractor or Authorized Dealer provides return shipping instructions to the Purchasing Entity.
8. If Purchasing Entity fails to make Device available for pickup after thirty (30) calendar days, then Contractor or Authorized Dealer may bill the Purchasing Entity, at the total monthly payment amount for such Device, for each month that the Device remains at Purchasing Entity's location. Contractor or Authorized Dealer is not permitted to bill the Purchasing Entity for failure of Contractor or Authorized Dealer to pickup the Device when Purchasing Entity has made it available.
9. Contractor and/or Authorized Dealers shall be responsible for all Device pickup and return costs.
10. The maximum term on any Initial Lease or Rental Term shall be 60 months, with the exception of Group C and Sub-Group C1 and C2 Devices, which, at the discretion of the Participating State or Entity, and upon availability of the Contractor, shall have a maximum term of 72 months.
11. The length of a Renewal Term shall be at the discretion of the Participating State or Entity, but at no time shall the Renewal Term exceed the Useful Life of the Device.
12. All Renewal Terms shall be billed on a monthly basis.
13. If a Purchasing Entity elects to enter into a month to month Renewal Term, they may cancel at anytime, without penalty, by giving Contractor thirty (30) days advance, written notice.
14. If a Purchasing Entity elects to enter into a 12-month Renewal Term, the Renewal Term will automatically terminate at the end of the 12-month period, unless the Purchasing Entity has notified the Contractor that they wish to enter into a new Renewal Term. If a

Purchasing Entity wants to cancel their 12-month Renewal Term early, then early termination fees shall apply, and will be equivalent to the remaining stream of equipment payments only (i.e. less maintenance).

## **E. Leasing and Rental Options**

### **1. FMV Lease**

- 1.1** A Purchasing Entity shall have the option to enter into an Initial Lease Term of 18, 24, 36, 48, or 60 months for Group A, Group B and Group C, based upon the Contractor's available options, and at the discretion of the Participating State or Entity. In addition, a Participating State or Entity may elect to include a 72-month lease term for Group C and Sub-Groups C1 and C2 only, if provided by the Contractor.
- 1.2** Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:
  - a.** Exercise their purchase option;
  - b.** Renew the lease on a month to month basis, or a 12 month basis, at the discretion of the Participating State or Entity; or
  - c.** Return the Device to the Contractor, or have the Contractor pick the Device up.

### **2. Capital Lease (\$1 Buyout Lease)**

- 2.1** A Purchasing Entity shall have the option to enter into an Initial Lease Term of 18, 24, 36, 48, or 60 months, based upon the Contractor's available options, and at the discretion of the Participating State or Entity. In addition, a Participating State or Entity may elect to include 72-month lease term for Group C and Sub-Groups C1 and C2 only, if provided by the Contractor.
- 2.2** Upon the expiration of the Initial Lease Term, the Contractor shall provide title to the Device to the Purchasing Entity, or as otherwise determined in a Participating Addendum or an Order, and the Purchasing Entity shall not be subject to any additional expense in order to assume possession of the Device.

### **3. Straight Lease**

- 3.1** A Purchasing Entity may have the option to enter into an Initial Lease Term of 18, 24, 36, 48, or 60 months, based upon the Contractor's available options, and at the discretion of the Participating State or Entity. In addition, a Participating State or Entity may elect to include 72-month lease term for Group C and Sub-Groups C1 and C2 only, if provided by the Contractor.
- 3.2** Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:
  - a.** Renew the lease on a month to month basis, or a 12 month basis, at the discretion of the Participating State or Entity; or
  - b.** Return the Device to the Contractor, or have the Contractor pick the Device up.

#### **4. Cancellable Rental**

- 4.1** A Purchasing Entity may have the option to enter into an Initial Rental Term of 24, 36, 48 or 60 months, based upon the Contractor's available options, and at the discretion of the Participating State or Entity. In addition, a Participating State or Entity may elect to include 72-month term for Group C and Sub-Groups C1 and C2 only, if provided by the Contractor.
- 4.2** A Purchasing Entity shall have the option to cancel the rental at anytime throughout the term of the agreement, by providing the Contractor with a thirty (30) day prior written notice.
- 4.3** Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:
  - a.** Renew the lease on a month to month basis, or a 12 month basis, at the discretion of the Participating State or Entity; or
  - b.** Return the Device to the Contractor, or have the Contractor pick the Device up.

#### **F. Leasing and Rental Terms and Conditions**

##### **1. Possession and Return of Lease and Rental Devices**

- 1.1** The Purchasing Entity is responsible for risk of loss to the Devices while the Devices are in Purchasing Entity's possession. Purchasing Entity shall be relieved of all risks of loss or damage to the Devices during periods of transportation and de-installation.
- 1.2** Contractor or Authorized Dealer must notify a Purchasing Entity, in writing, of their End of Term (EOT) options at least sixty (60) days prior to the end of any Initial Lease or Rental Term. Such notification may include, but not be limited to, the following:
  - a.** Any acquisition or return options, based on the type of lease or rental agreement;
  - b.** Any renewal options, if applicable; and/or
  - c.** Hard drive removal and surrender cost, if applicable.
- 1.3** If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Device, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease or rental term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Device, the Initial Lease or Rental Term shall be terminated on the date as stated in the Order and removal of the Device will be mutually arranged, unless otherwise specified in an Order.
- 1.4** If the Purchasing Entity does not exercise the purchase or renewal option, it will immediately make the Device available to Contractor in as good of condition as when Purchasing Entity received it, except for ordinary wear and tear.

- 2. Payment.** The first scheduled payment (as specified in the applicable Order), will be due following the Acceptance of the Device(s), or such later date as Contractor may designate.

The remaining payments will be due on the same day of each subsequent month, unless otherwise specified in the applicable Order.

3. **Buyout to Keep Option.** A Purchasing Entity must notify the Contractor or Authorized Dealer, in writing, at least thirty (30) days in advance, if they wish to exercise the Buyout to Keep option on an FMV or Capital Lease.
4. **Buyout to Return Option.** A Purchasing Entity must notify the Contractor or Authorized Dealer, in writing, at least thirty (30) days in advance, if they wish to exercise the Buyout to Return option on an FMV or Straight Lease, and return the Device to the Contractor in good working condition (ordinary wear and tear excepted).
5. **Device Upgrade or Downgrade.** A Purchasing Entity may do a Device Upgrade or Downgrade on a lease or rental at anytime throughout the term of the lease or rental agreement. The Purchasing Entity and the Contractor shall negotiate the price of the Device Upgrade or Downgrade, but at no time shall the total cost of the Device Upgrade or Downgrade be less than the remaining stream of Device Payments.
6. **Non-appropriation of Funds.** The continuation of any lease or rental agreement will be subject to, and contingent upon, sufficient funds being made available by the Participating State Legislature and/or federal sources. The Purchasing Entity may terminate any such lease or rental agreement, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Purchasing Entity's funding sources are not available.
7. **Assignment.** Purchasing Entity has no right to sell, transfer, encumber, sublet or assign the Device or any lease or rental agreement without Contractor's prior written consent (which consent shall not be unreasonably withheld).
  - 7.1 Purchasing Entity agrees that Contractor may not sell or assign any portion of Contractor's interests in the Device and/or these Lease or Rental Terms or any Order for leases or rentals, without notice to Purchasing Entity even if less than all the payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as Contractor assigns to them, but none of Contractor's obligations (Contractor will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that Purchasing Entity may have against Contractor.
  - 7.2 No assignment to an Assignee will release Contractor from any obligations Contractor may have to Purchasing Entity.
8. **Early Termination Charges**
  - 8.1 Except in the case of Non-appropriation of funds, FMV, \$1 Buyout, and Straight Leases shall be subject to an early termination charge, and shall involve the return of the Device (in good working condition; ordinary wear and tear excepted) by the Purchasing Entity to the Contractor. With respect to the Device, the termination charge shall not exceed the balance of remaining Device Payments (including any current and past due amounts), and with respect to Service or maintenance obligations, the termination charge shall not exceed four (4) months of the Service and Supply base charge or twenty-five percent (25%) of the remaining

Maintenance Agreement term, whichever is less.

**8.2** Cancellable Rentals shall not exceed a termination charge of three (3) months of Total Monthly Payments, or as otherwise agreed to by the Participating State or Entity.

**9. Default.** Each of the following is a “default” under these lease and rental terms:

**9.1** Purchasing Entity fails to pay any payment or any other amount within forty-five (45) days (or as otherwise agreed to in a Participating Addendum) of its due date;

**9.2** Any representation or warranty made by Purchasing Entity in these lease or rental terms is false or incorrect and Purchasing Entity does not perform any of its obligations under these lease or rental terms, and this failure continues for forty-five (45) days (or as otherwise agreed to in a Participating Addendum) after Contractor has notified Purchasing Entity;

**9.3** Purchasing Entity or any guarantor makes an assignment for the benefit of creditors;

**9.4** Any guarantor dies, stops doing business as a going concern, or transfers all or substantially all of such guarantor’s assets; or

**9.5** Purchasing Entity stops doing business as a going concern or transfers all or substantially all of Purchasing Entity’s assets.

**10. Remedies.** If a Purchasing Entity defaults on a rental or lease agreement, then Contractor, in addition to, or in lieu of, the remedies set forth in the Master Agreement, and Participating Addendum, may do one or more of the following, at the discretion of the Participating State or Entity:

**10.1** Cancel or terminate any or all Orders, and/or any or all other agreements that Contractor has entered into with Purchasing Entity;

**10.2** Require Purchasing Entity to immediately pay to Contractor, as compensation for loss of Contractor’s bargain and not as a penalty, a sum equal to:

- a. All past due payments and all other amounts payable under the lease or rental agreement;
- b. All unpaid payments for the remainder of the lease or rental term, discounted at a rate equal to three percent (3%) per year to the date of default; and
- c. Require Purchasing Entity to deliver the Device to Contractor per mutual arrangements.

#### **IV. Contractor Responsibilities and Tasks**

##### **A. Service Requirements**

- 1. Technicians.** All technicians must be factory trained by the OEM and certified to Service the Devices.
- 2. Standard Service Levels.** Participating States and/or Entities may negotiate their own Service Level Agreement (SLA) with the Contractor. The SLA, must, at a minimum,

adhere to the following requirements:

### **2.1 End-User Training**

- a. Purchasing Entity may request an initial one-hour training session for each Device ordered under the Contract. Contractor shall provide this initial training, free of charge, via one of the following delivery methods: On-site, web-based, or on-line. The delivery method selected for each Device will be at Contractor's sole discretion. Purchasing Entity should be advised that while this initial one-hour of free training shall be provided by Contractor at Purchasing Entity's request, Contractor will not provide substitutions (e.g. free supplies, deeper discounts, etc.) in lieu of this training.
- b. Purchasing Entity may also request an additional one-hour training session for technical support, which shall include network connectivity and print driver installation. This additional training shall be provided via a delivery method mutually agreed upon by Contractor and Purchasing Entity, and at a mutually agreed upon price.
- c. If Purchasing Entity elects to exercise the training option, then Contractor shall provide the training within ten (10) Business Days of Purchasing Entity's request.
- d. Contractor may offer additional on-site, one-hour training sessions for a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity, and mutually agreed upon, prior to Order placement.
- e. Contractor must provide on-site or off-site operational training to designated Purchasing Entity personnel, until the personnel are able to operate the Device independently. Pricing for operational training shall be based on a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity, and mutually agree upon, prior to Order placement.
- f. Contractor shall provide Device literature, user-manuals, and access to on-line resources, if available, at no charge to the Purchasing Entity.
- g. For Groups A, B, C, D and E, Contractor shall provide a no charge, toll-free end-user technical support number that Purchasing Entities can utilize for everyday minor troubleshooting (i.e. this does not include network connectivity or print driver installation). A Purchasing Entity must be able to obtain assistance during Normal Business Hours.
- h. Contractor shall provide phone/technical support within two (2) hours of Purchasing Entity's request for assistance, providing such request, and subsequent support, falls within normal business hours.

**2.2 Preventative Maintenance.** Contractor must perform all Preventative Maintenance Services at the Manufacturer's suggested intervals, or as specified in an Order. Preventative Maintenance shall not be a requirement on desktop Devices.

### **2.3 Device Performance**

- a. Device Downtime shall be computed from the time the Contractor is notified of Device failure until the time in which the Device is fully operational.
- b. Device Downtime due to lack of consumable Supplies is not acceptable.
- c. Contractor must provide daily communication to the Purchasing Entity regarding inoperable Devices, including updates regarding resolution timeframe, and any parts, Accessories, or Devices on back-order.

**2.4 Loaner Device.** If any Device in Group A or Group B is inoperable for two (2) Business Days, due to Device malfunction, as reasonably determined by Contractor, then Contractor shall provide the Purchasing Entity with:

- a. A loaner Device of similar speed and capabilities until such time as the inoperable Device is now operable; or
- b. At the discretion of the Participating State or Entity, provide the Purchasing Entity with off-site manned production capabilities, at the sole cost to the Contractor, to accomplish the work of the Device that is inoperable.
- c. If any Device in Group C or Sub-Groups C1 and C2 are inoperable for two (2) Business Days, due to Device malfunction, as reasonably determined by Contractor, then Contractor shall provide access to an off-site manned production facility as an accommodation to the Purchasing Entity.

**2.5 Repair Parts**

- a. Contractor shall guarantee the availability of repair parts for a minimum of five (5) years after the Purchasing Entity’s Acceptance of any Device.
- b. All Device components, spare parts, application software, and ancillary Devices that are supplied under any resulting Master Agreement, must conform to Manufacturer specifications.
- c. Contractor shall be responsible for ensuring that any repair parts are operable and installed in accordance with Manufacturer specifications.
- d. Repair parts may be new, reconditioned, reprocessed or recovered.

**2.6 Service Zones**

- a. Unless otherwise specified in a Participating Addendum, Contractor shall adhere to the following Service Call Response Times based on the distance that their Service Base Location is from the Purchasing Entity:

<b>Service Zone</b>	<b>Definition</b>	<b>Response Time</b>
Urban	Within 60 miles	4 - 6 Hours
Rural	60 – 120 miles	1 - 2 Business Days
Remote	120+ miles, or only accessible by plane or by boat	4 – 5 Business Days

- b. Repair or replacement of parts and/or Devices shall occur within four (4) Business Days of Contractor arriving at Purchasing Entity’s location, with the following exception:

- i) If Contractor is drop-shipping a new Device to replace a defective Device, then Purchasing Entity must receive the new Device within three (3) Business Days.
- c. Contractor(s) may charge different rates according to each Service Zone.

**2.7 Service Logs**

- a. Contractor shall maintain a Service log which describes the maintenance and repair Services provided for each Device.
- b. A no-cost copy of Service logs/reports must be provided to the Purchasing Entity or Participating State or Entity, within five (5) Business Days of the request.

**2.8 Device Relocation**

- a. Device relocation Services include dismantling, packing, transporting, and re-installing Device.
- b. Contractor may charge for this Service based on the following table:

Service Zone	Distance from current placement of Device	Charge
1	Within the same building	No Charge Allowed*
2	Up to 50 miles from building in which Device is currently placed	Flat Rate Fee, plus Per Mile or Hourly Fee
3	More than 50 miles from building in which Device is currently placed	Flat Rate Fee, plus Per Mile or Hourly Fee

\*Contractor may charge Purchasing Entities a mutually agreed upon price for special rigging in the event a Purchasing Entity’s demographics require such rigging for Zone 1 relocations. The price shall be agreed upon in writing by Contractor and Purchasing Entity prior to any Device relocation in Zone 1.

- c. Contractor may not charge for any fees incurred due to fuel or tolls.
- d. Moves must be performed within thirty (30) calendar days of the Purchasing Entity request. Request may be verbal or written, but Contractor must confirm the request in writing and provide a date that the move will occur. Written confirmation must be sent to the Purchasing Entity within three (3) Business Days of request. In the event that there will be a delay in these Services, Contractor shall communicate with Purchasing Entity and agree on a mutually beneficial time-frame.
- e. Contractor is required to offer device relocation services for all lease and rental equipment.

**3. Meter Read Invoicing**

- 3.1 In order for Contractor to generate accurate invoices, Purchasing Entities shall provide meter reads within the Contractor's requested time-frame.

- 3.2 Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.
- 3.3 The Purchasing Entity shall provide written notice of any such alleged invoicing issue and the Contractor will be allowed a thirty (30) day cure period to address any such issue. During the thirty (30) day cure period, the Purchasing Entity will not be assessed any late fees for failure to submit payment by the invoice due date.
- 3.4 Failure on the Contractor's part to maintain accurate invoicing shall result in a \$25.00 per instance credit on the following month's invoice.

#### 4. Reporting

##### 4.1 Service Level Calculations

- a. At the discretion of the Participating State or Entity, Contractor shall produce reports that can be measured against the required SLA components.
- b. The Participating State or Entity shall determine how the reports will be utilized and whether liquidated damages will be assessed for failure to meet the SLA requirements. Any liquidated damages or penalty structure shall be defined in the Participating State or Entity's Participating Addendum.

##### 4.2 Periodic Reporting. Contractor shall provide periodic reporting to all Purchasing Entities upon request. The reports shall be provided on a quarterly basis, or at the discretion of the Participating State or Entity.

- a. The report shall include the following:
  - i) Number of Service Calls placed;
  - ii) Response Time per Device;
  - iii) Dates that Preventative Maintenance was performed, if applicable; and
  - iv) Estimated end of Useful Life per Device, based on current usage.
- b. The report may include, but not be limited to, the following:
  - i) Location of Devices;
  - ii) Click usage per Device; and
  - iii) EPEAT certification level of each Device.

#### B. Customer Service

- 1. **Key Personnel.** Contractor shall ensure that staff has been allocated appropriately to ensure compliance with the resulting Master Agreement and subsequent Participating State or Entity requirements and that the individuals occupying the Key Personnel positions have adequate experience and knowledge with successful implementation and management of a national cooperative contract. Contractor shall provide a single point of contact for the following:

- 1.1 **Master Agreement Contract Administrator** – shall be the Lead State's primary contact in regards to Contract negotiations, amendments, Product and Price List updates, and any other information or documentation relating to the Master

Agreement;

- 1.2 NASPO ValuePoint Reporting Contact** – shall be responsible for submitting quarterly reports and the quarterly Administrative Fee to the appropriate personnel;
  - 1.3 Master Agreement Marketing Manager** – shall be responsible for marketing the resulting Master Agreement, as well as creating Participating State websites, and ensuring that all uploaded data and content is current; and
  - 1.4 National Service Manager** – shall be responsible for overseeing the Regional Service Managers, Field Service Technicians, training, and inside Service operations. This position will work with the Lead State Contract Administrator to ensure contractual obligations are met, while providing leadership for the Contractor's operations, as well as strategic planning of the Service department.
- 2. Single Point of Contact.** Contractor shall provide a single point of contact for each Participating State, who will handle any questions regarding the Products provided, as well as pricing, delivery, billing, reporting, status of Orders, customer complaints and escalated issues.
  - 3. Service and Support Hours.** Contractor must provide full Service and support for Products during Normal Business Hours.
  - 4. Customer Service Team.** Contractor shall also have a designated customer service team who shall be available by phone (via local or toll free number), fax, or email during Normal Business Hours.
  - 5. Additional Coverage.** Contractor may offer additional coverage beyond Normal Business Hours for any Device that needs to be serviced. Such coverage shall be billed to the Purchasing Entity at an hourly rate.
  - 6. Online Access.** Customer service representatives shall have online access to account information and be able to respond to inquiries concerning the status of Orders (shipped or pending), delivery, back-orders, pricing, Product availability, Product information, and account and billing questions.

### **C. Authorized Dealers**

- 1.** Contractor can engage Authorized Dealers to provide Products and/or Services.
- 2.** In the event a Contractor elects to use Authorized Dealers in the performance of the specifications, the Contractor shall serve as the primary Contractor, and shall be fully accountable for assuring that their Authorized Dealers comply with the terms and conditions of the resulting Master Agreement, and any Participating Addendum, and shall be liable in the event Authorized Dealers fail to comply with such terms and conditions.
- 3.** Authorized Dealers shall be expected to stay current with Contractor Products, pricing, Master Agreement, and Participating Addendum requirements, and Contractor shall provide training to all of their Authorized Dealers at least once per calendar year, or as otherwise determined by the Lead State.
- 4.** Authorized Dealers shall have the ability to accept Orders from a Purchasing Entity and

invoice them directly, unless otherwise stated in a Participating Addendum.

5. Contractor shall send notice to the Lead State, utilizing **Exhibit C, Authorized Dealer Form** and **Exhibit D, Authorized Dealers by State**, within three (3) calendar days of engaging or removing a Dealer.
6. The Lead State reserves the right to deny the addition of any Authorized Dealer and will provide notification to the Contractor with justification as to why the decision was reached. In addition, it will be at the discretion of each Participating State or Entity as to whether they will utilize the Authorized Dealers as approved by the Lead State. Under no circumstances is a Participating State or Entity permitted to use a Dealer that has not been approved by the Lead State.
7. If an Authorized Dealer is performing unsatisfactorily, or is not in compliance with the Master Agreement, then it shall be at the discretion of the Lead State, upon recommendation from the Participating State, to:
  - 7.1 Require the Dealer to attend remedial training with either the Contractor or the Lead State or;
  - 7.2 Remove the Dealer from the Contract, or in the case of multiple branch locations in one state, or multiple states, remove them as a Dealer from the location in which they are not in compliance.

#### **D. Device Demonstration Requirements**

1. Contractor may offer trial or demonstration Devices for Group A, Group B, Group C, Sub-Group C1, Sub-Group C2, Group D, Sub-Group D1, Group E, and Group F.
2. Trial or demonstration Devices may be new or used; however, no used, Remanufactured, or Refurbished Devices shall be converted to a purchase, lease, or rental.
3. At the discretion of the Participating State or Entity, and upon request by a Purchasing Entity, showroom Devices for Groups A, B, and C may be converted to a purchase, lease, or rental providing the following conditions are met:
  - 3.1 The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined);
  - 3.2 The meter count on Group C Devices does not exceed 50,000 copies total (i.e. b&w and color combined);
  - 3.3 The Device must be discounted by at least 5% off of the Master Agreement pricing for that same Device; and
  - 3.4 The Purchasing Entity and the Contractor indicate on the Order that the Device is a showroom model.
4. Any trial or demonstration period shall be free to the Purchasing Entity and shall not exceed thirty (30) calendar days.
5. If Purchasing Entity does not make the demonstration Device available for pickup after thirty (30) calendar days, then Contractor may bill the Purchasing Entity for use of Device for each day that it remains at Purchasing Entity's location. Such rates shall not exceed

current market standards.

## **E. Device Installation Requirements**

1. Prior to Order Acceptance, Contractor must advise Purchasing Entity of any specialized installation and site requirements for the delivery and installation of Device. This information should include, but is not limited to, the following:
  - 1.1 Air conditioning;
  - 1.2 Electrical;
  - 1.3 Special grounding;
  - 1.4 Cabling;
  - 1.5 Space;
  - 1.6 Humidity and temperature limits; and
  - 1.7 Other considerations critical to the installation.
2. The Purchasing Entity shall be responsible for furnishing and installing any special wiring or dedicated lines.
3. Network installation shall include configuration of the Device for the proper network protocols, and installation of the appropriate print drivers on up to five (5) computers per Device, or as otherwise specified in a Participating Addendum.
4. If applicable, all Devices must be set-up with Preventative Maintenance notifications turned on, and with the most environmentally responsible defaults enabled, including Energy Star saving settings.
5. Contractor may charge for excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs. Any such excessive installation charges must be quoted to the Purchasing Entity prior to the signature of any Order, and shall be based on the actual expenditures of Contractor or Authorized Dealer.
6. Contractor or Authorized Dealers shall affix a label or a decal to the Device at the time of installation which shows the name, address, and telephone number of Contractor or Authorized Dealer responsible for warranty Service of the Device.
7. Contractor shall clean-up and remove all debris and rubbish resulting from their work as required by the Purchasing Entity. Upon completion of the work, the premises shall be left in good repair and in an orderly, neat, clean, and unobstructed condition.

## **F. Security Requirements**

### **1. Network and Data Security**

- 1.1 Devices may be configured to include a variety of data security features. The set-up of such features shall be at the discretion of the Purchasing Entity, and all costs associated with their implementation must be conveyed by Contractor prior to Order placement.
- 1.2 Contractor will not be permitted to download, transfer, or access print data stored on the Device in either hard drive or chip memory. Only system management



- 5.4** Hard drive sanitation shall be at no expense to the Purchasing Entity, however; Contractor may charge the Purchasing Entity a fee if the Purchasing Entity elects to keep the hard drive in their possession. Contractor must disclose the price for removal and surrender of the hard drive, prior to Order placement.
  - 5.5** If the hard drive is not removable, or the Device does not contain a hard drive, then Contractor must convey this to the Purchasing Entity at the time of Order placement. In the case of a non-removable hard drive, **section IV.I (5.1)** shall apply.
  - 5.6** If Contractor is removing another Manufacturer's Device, they are not permitted to remove the hard drive. Only the Manufacturer or their Authorized Dealer shall remove hard drives in their own Devices. Contractor shall work with the Manufacturer to ensure the requirements pursuant to this section are met.
- G. Contractor Notices.** Contractor shall notify the Lead State, Participating States, Participating Entities and all Purchasing Entities of any recall notices, warranty replacements, safety notices, or any applicable notice regarding the Products being sold. This notice must be received in writing (via postal mail or email) within thirty (30) calendar days of Contractor learning of such issues.

**EXHIBIT B – SAMPLE D&A CERTIFICATE**

**NASPO VALUEPOINT MASTER AGREEMENT NO.  
AND THE STATE OF Insert Name of Participating State PARTICIPATING ADDENDUM NO.  
WITH Insert Name of Contractor**

**To:** Insert Name of Contractor or Authorized Dealer

Pursuant to the provisions of the Master Agreement and Participating Addendum, Purchasing Entity hereby certifies and warrants that (a) all Equipment described in the Order has been delivered and installed; (b) Purchasing Entity has inspected the Equipment, and all such testing as it deems necessary has been performed by Purchasing Entity and/or Contractor to the Satisfaction of Purchasing Entity; and (c) Purchasing Entity accepts the Equipment for all purposes of the Order.

**Insert name of Purchasing Entity**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

### EXHIBIT C – AUTHORIZED DEALER FORM

**Manufacturer Name:** \_\_\_\_\_

(Check one)

- The Dealer listed below is authorized to provide Products and Services in accordance with the NASPO ValuePoint Multi-Function Devices and Related Software, Services and Cloud Solutions Master Agreement.
- The Dealer listed below will no longer provide Products and Services under the NASPO ValuePoint Multi-Function Devices and Related Software, Services and Cloud Solutions Master Agreement for the following reason (required):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State(s) Serviced by Dealer:	
Dealer Name:	
Address:	
Phone (include Toll-Free, if available):	
Contact Person(s):	
Email Address:	
FEIN:	

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(Contractor Representative)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Dealer Representative)

\_\_\_\_\_  
(Print First and Last Name of Authorized Dealer Representative)

## EXHIBIT D – AUTHORIZED DEALERS BY STATE



Exhibit D -  
Authorized Dealers by

## ATTACHMENT 1 – KMBS MASTER LEASE AGREEMENT



APPLICATION NUMBER

AGREEMENT NUMBER

### Master Premier Lease Agreement

This Master Premier Lease Agreement ("Agreement") is written in "Plain English". The words you and your, refer to the customer (and its guarantors). The words Lessor, we, us and our, refer to Konica Minolta Premier Finance, a program of Konica Minolta Business Solutions U.S.A., Inc., its subsidiaries and affiliates in which the Supplier listed below participates under this Agreement.

#### CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS		
CITY	STATE	ZIP	PHONE*	FAX	
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS		
CITY	STATE	ZIP	E-MAIL		
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)					

\*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

#### CUSTOMER ONE GUARANTEE

The Konica Minolta equipment leased in this Agreement is covered under Konica Minolta's Customer One Guarantee. A copy of the Guarantee can be obtained from your dealer.



#### SUPPLIER INFORMATION

NAME OF SUPPLIER			STREET ADDRESS		
CITY	STATE	ZIP	PHONE	FAX	

#### TERMS AND CONDITIONS (THIS AGREEMENT CONTAINS PROVISIONS SET FORTH BELOW, ALL OF WHICH ARE MADE A PART OF THIS AGREEMENT.)

- LEASE AGREEMENT. You agree to lease from us the personal property as identified in Schedules to this Master Premier Lease Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. Each Schedule is a separate assignable lease. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such property shall be referred to as the "Software". You agree to all of the terms and conditions contained in this Agreement and any Schedule, which, along with the terms and conditions in the NASPO ValuePoint Master Agreement and Participating Addendum are a complete statement of our agreement regarding the leased equipment ("Agreement"), and supersedes all other writings, communications, understandings, other agreements, any purchase order and any solicitation documents, including any related documents. This Agreement may be modified only by written agreement and not by course of performance. This Agreement becomes valid upon issuance of a Purchase Order or its execution by both parties. The Equipment is deemed accepted by you under the applicable Schedule unless you notify us within ten (10) business days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, at our sole option, we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will repossess the Equipment. You agree that, upon our request, you will sign and deliver to us, a delivery and acceptance certificate confirming your acceptance of the Equipment leased to you. The Agreement will continue from the Billing Date for the Terms shown. Any extension of renewal of the Term will be in accordance with the Term extension and renewal terms and conditions of the NASPO ValuePoint (lead by the State of CO) Contract number 187982 as modified by that certain Participating Addendum (Collectively "State Contract") between you and Konica Minolta Business Solutions U.S.A., Inc. THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE, BUT AT NO SUCH TIME SHALL THE BASE RENTAL PAYMENT EXCEED THE AGREEMENT PRICING. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. In connection with requests for additional financing, if your financial statements cease being publicly available, we may request financial information and you agree to cooperate with such reasonable requests. You authorize us or our agent to obtain credit reports and make credit inquiries regarding your financial condition and to provide such information, including payment history, to our assignee or their parties having an economic interest in this Agreement, any Schedule or the Equipment.

*(Continued on back)*

**THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.**

#### LESSOR ACCEPTANCE

LESSOR	AUTHORIZED SIGNER	TITLE	DATED

#### CUSTOMER ACCEPTANCE

	<b>X</b>		
FULL LEGAL NAME OF CUSTOMER (as referenced above)	AUTHORIZED SIGNER	DATED	
FEDERAL TAX I.D. #	PRINT NAME	TITLE	

To help the Government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means is, when you open an account, we will ask for your name, address and other information that will allow us to identify you; we may also ask to see identifying documents.  
See reverse side for additional terms and conditions.

2. **RENT:** Rent will be payable in installments, each in the amount of the Monthly Payment (or other periodic payment) shown plus any applicable sales and/or use tax. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. Your obligation to make all Monthly Payments (or other periodic payment) hereunder is absolute and unconditional and you cannot withhold or offset against any Monthly Payments (or other periodic payment) for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit, credit card, or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. **WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS. IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS AGREEMENT OR UNDER A SCHEDULE RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS AGREEMENT OR WILL BE REFUNDED TO YOU. IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.**

3. **OWNERSHIP OF EQUIPMENT:** We are the Owner of the Equipment and have sole title (unless you have a \$1.00 purchase option) to the Equipment (excluding software). You agree to keep the Equipment free and clear of all liens and claims.

4. **WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. LESSOR IS LEASING THE EQUIPMENT TO YOU "AS-IS". THE LESSOR AGREES TO PASS THROUGH TO YOU ANY AND ALL TRANSFERABLE WARRANTIES ISSUED BY THE MANUFACTURER AND/OR SUPPLIER AT THE INCEPTION OF THE LEASE. You acknowledge that Supplier nor their representatives are our agents and none of them are authorized to modify the terms of this Agreement or on any Schedule. No representation or warranty of Supplier with respect to the Equipment will bind us, nor will any breach thereof relieve you of any of your obligations hereunder except for any Lessee termination rights relating to the Supplier's default and performance. You are aware of the name of the manufacturer or supplier of each item of Equipment and you will contact the manufacturer or supplier for a description of your warranty rights. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or Supplier of the Equipment. THIS AGREEMENT AND EACH SCHEDULE CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.**

5. **LOCATION OF EQUIPMENT:** You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, if you do not purchase the Equipment, you will make the Equipment available for pick up, in retail resalable condition (normal wear and tear acceptable), full working order, and in complete repair.

6. **LOSS OR DAMAGE:** You are responsible for the risk of loss or for any destruction or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid Monthly Payments (or other periodic payments shown) for the full Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at four percent (4%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage.

7. **COLLATERAL PROTECTION AND INSURANCE:** You are responsible for keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. You agree to reasonably cooperate with us and any insurer in the placement of coverage and claims thereunder.

8. **RESERVED.**

9. **TAXES AND FEES:** Except to the extent you have, upon our written request, provided a valid tax exemption certificate, you agree to pay when invoiced all sales and/or use taxes relating to this Agreement or the Equipment.

10. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT.** We may sell, assign, or transfer this Agreement and/or the Equipment with notice. You agree that if we sell, assign, or transfer this Agreement and/or the Equipment, the new Lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses, or set offs that you may have against Supplier whether or not you are notified of such assignment. The cost of any Equipment, Software, services and other elements of this Agreement has been negotiated between you and the Supplier. None of Lessor's assignees will independently verify any such costs. Lessor's assignees will be providing funding based on the payment you have negotiated with Supplier. You are responsible for determining your accounting treatment of the appropriate tax, legal, financial and accounting components of this Agreement.

11. **DEFAULT AND REMEDIES:** (a) If you do not pay any lease payment or other sum due to us in accordance with the applicable law, within 45 days of submission of the invoice in the mutually agreed upon format and delivery method or (b) if you break any of your material promises in the Agreement which is not cured within thirty (30) business days after receipt of notice thereof from Lessor or (c) Lessee, its owner(s) or any guarantor(s) are listed on a US or foreign government sanctions list or are subject to sanctions therefrom you will be in default. If any part of a payment is more than fifteen (15) days late, you agree to pay a late charge of one percent (1%) of the payment per month until such time as your account is brought current. If you breach any term of this Agreement, and after having been given written notice and thirty (30) days to cure, and where such breach remains uncured, you will be in default, we may do any one or all of the following, provided however, that Lessor may not recover value in excess of amount then unpaid plus all amounts to become due under the terms of the Schedule for its full initial term (a) instruct Supplier to withhold service, parts and supplies and/or cancel Customer One Guaranty; (b) terminate or cancel this Agreement and applicable Schedule, you agree to compensate us, not as a penalty, by paying, the sum of: (i) all past due and current Monthly Payments (or other periodic payments) and charges due under the applicable defaulted Schedule; and (ii) the present value of all remaining Monthly Payments (or other periodic payments) and charges for the remainder of the term of such Schedule, discounted at the rate of four percent (4%) per annum (or the lowest rate permitted by law, whichever is higher); and (iii) require you to return the Equipment to us to a location designated by us (and with respect to any Software, and (i) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software, (ii) demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; and/or (iii) cause the Software supplier to terminate the Software license, support and other services under the Software license). We may recover interest on any unpaid balance at the rate of four percent (4%) per annum but in no event more than the lawful maximum rate. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Lessor or its Assignee or any other law. You agree to pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement including, but not limited to, any legal action or referral for collection. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (506-522) of the UCC.

12. **UCC FILINGS:** You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.

13. **CONSENT TO LAW, JURISDICTION, AND VENUE:** Any claim, dispute, or litigation relating to the execution, interpretation, performance or enforcement of the Agreement, or any of its related documents, shall be governed by the laws of the State of the Lessee without regard to application of choice of law principles. **BOTH PARTIES WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.**

14. **LESSEE GUARANTEE:** You agree, upon our request, to submit the original of this Agreement and any schedules to the Lessor via overnight courier the same day of the facsimile or other electronic transmission of the signed Agreement and such schedules. Both parties agree that this Agreement and any schedules signed and submitted to us by facsimile or other electronic transmission shall, upon execution by us (manually or electronically, as applicable), be binding upon the parties. **LESSEE AGREES THAT A FACSIMILE COPY OR OTHER ELECTRONIC TRANSMISSION OF THIS DOCUMENT OR ANY SCHEDULE WITH FACSIMILE AND/OR ELECTRONIC SIGNATURE MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW. WITH RESPECT TO THE UNIFORM COMMERCIAL CODE YOU AGREE THAT THE FAXED OR OTHER ELECTRONICALLY TRANSMITTED COPY CONTAINING YOUR FAXED OR OTHER ELECTRONICALLY-TRANSMITTED SIGNATURE AND OUR MANUAL OR ELECTRONIC SIGNATURE SHALL BE CONSIDERED THE SOLE ORIGINAL FOR ALL.**

15. **COMPUTER SOFTWARE:** Notwithstanding any other terms and conditions of this Agreement, you agree that as to Software only: a) We have not had, do not have, nor will have any title to such Software. b) You have executed or will execute a separate software license Agreement and we are not a party to, and have no responsibilities whatsoever in regards to such license Agreement. c) You have selected such Software and as per Agreement paragraph 4, **WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. CUSTOMER'S LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED OR ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.**

16. **NON-APPROPRIATION:** (Applicable only for State's, public higher education and political subdivision of a State) You are obligated only to pay such Lease Payments under any Schedule to this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during your then current fiscal year. In the event you have requested and sufficient funds shall not be appropriated or are not otherwise legally available to pay the Lease Payments required to be paid in the next fiscal year, the Schedule shall be deemed to be terminated at the end of the current fiscal year. You agree to deliver written notice to us of such termination of at least 30 days prior to the end of the current fiscal year but failure to give such notice shall not extend the Lease Schedule term beyond the current fiscal year. If a Schedule is terminated in accordance with this Section, you agree to peacefully deliver the Equipment to us at the location or locations specified by us.

## ATTACHMENT 2 – KMBS MASTER PREMIER ADVANTAGE SCHEDULE WITH MAINTENANCE



For office use only (Check one):  Branch  Windsor

### Master Premier Schedule with Maintenance

APPLICATION NO. [REDACTED]	MASTER AGREEMENT NO. [REDACTED]	SCHEDULE NO. [REDACTED]
-------------------------------	------------------------------------	----------------------------

#### CUSTOMER BILL - TO INFORMATION (Separate schedules must be completed for each billing location.)

FULL LEGAL NAME  
[REDACTED]

STREET ADDRESS / P.O. BOX  
[REDACTED]

CITY [REDACTED] STATE [REDACTED] ZIP [REDACTED] BILLING CONTACT NAME [REDACTED]

BILL-TO PHONE NUMBER\* [REDACTED] FAX NUMBER [REDACTED] E-MAIL [REDACTED]

\*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

#### CUSTOMER INSTALLATION LOCATION

LESSEE LEGAL NAME  
[REDACTED]

STREET ADDRESS  
[REDACTED]

CITY [REDACTED] STATE [REDACTED] ZIP [REDACTED] CONTACT NAME [REDACTED]

PHONE NUMBER [REDACTED] FAX NUMBER [REDACTED]

Make/Model/Accessories (including Software Description and Supplier / Licensor if applicable)	Asset Invoice Information	Serial Number	Start Meter
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

See attached 'Schedule A' for additional Equipment / Accessories / Software

#### TERM AND PAYMENT SCHEDULE

TERM IN MONTHS [REDACTED]	# of payments [REDACTED]	Payment Frequency <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly	Payment Amount (plus applicable taxes) \$ [REDACTED]	Advance Payment (plus applicable taxes) \$ [REDACTED]
Payment includes [REDACTED] B&W pages per month			Overages billed [REDACTED] at \$ [REDACTED] per B&W page	
Payment includes [REDACTED] Color pages per month			Overages billed [REDACTED] at \$ [REDACTED] per Color page	

The following language applies in the event a separate maintenance agreement is not signed.

**1. MAINTENANCE AND SUPPLIES:** The charges established by this schedule include payment for the use of the designated Equipment and accessories, maintenance by Supplier including inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as toner, developer, copy cartridges and pm kits. All supplies are the property of Supplier until used. If your use of supplies exceeds the typical use pattern (as determined solely by Supplier) for these items by more than 10%, or should Supplier, in its sole discretion, determine that Supplies are being abused in any fashion, you agree to pay for such improper or excess use. Paper must be separately purchased by you. A page is defined as one meter click and varies by page size as follows: 8.5"x11" = 1 click, 11"x17" = 2 clicks, 18"x27" = 3 clicks, 27"x36" = 4 clicks and 36"x47" = 5 clicks. You agree to provide Supplier free and clear access to the equipment and Supplier will provide labor or routine, remedial and preventive maintenance service as well as remedial parts. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge during normal business hours (defined as 8:30am to 5:00pm, Monday through Friday, exclusive of holidays observed by Supplier). Overtime charges, at Supplier's current NASPO ValuePoint Master Agreement ("Master Agreement") rates, will be charged for all service calls outside normal business hours. Supplier will not be obligated to provide service or repairs in the event of misuse or casualty and will charge you separately if such repairs are made. If necessary, the service and supply portion of the Agreement may be assigned. You acknowledge that (a) the Supplier (and not Lessor or its assignees) is the sole party responsible for any service, repair or maintenance of the Equipment and (b) the Supplier (not Lessor or its assignees) is the party to any service maintenance agreement.

**2. OVERAGES AND COST ADJUSTMENTS:** You agree to comply with any billing procedures designated by us, including notifying us of the meter reading on the Billing Date. If meter readings are not received, we reserve the right to estimate your usage and bill you for that amount. We may bill you a per page charge for all pages produced between the date of your final invoice and the date when you satisfy your obligations under the Agreement and either purchase or return the equipment to us. Notwithstanding anything herein to the contrary, for pools designated as "One Rate" pools, and escalations within the original Agreement term do not apply nor are meter readings required.

**THIS SCHEDULE INCORPORATES ALL OF THE TERMS AND CONDITIONS OF THE MASTER PREMIER AGREEMENT IDENTIFIED ABOVE.**

**LESSOR ACCEPTANCE**

<b>Konica Minolta Premier Finance</b>		
LESSOR	AUTHORIZED SIGNER	TITLE DATED

**CUSTOMER ACCEPTANCE**

	X	
FULL LEGAL NAME OF CUSTOMER (as referenced above)	AUTHORIZED SIGNER	DATED
FEDERAL TAX I.D. #	PRINT NAME	TITLE



## ATTACHMENT 4 – KONICA STANDARD MAINTENANCE TERMS AND CONDITIONS SCHEDULE



Attachment 4 -  
Konica Standard Mair

## ATTACHMENT 5 – KMBS MIPA AGREEMENT



Attachment 5 - KMBS  
MIPA Agreement\_ok.d

## ATTACHMENT 6 – KMBS MIPA SCHEDULE

This MASTER INSTALLMENT PAYMENT AGREEMENT SCHEDULE ("Schedule") is entered into as of \_\_\_\_\_, pursuant to that certain Master Installment Payment Agreement dated as of \_\_\_\_\_ between De Lage Landen Financial Services, Inc. ("Payee") and ("Obligor"). Upon acceptance of this Schedule, Payee shall remit the fees as provided in section 2 herein.

**1. Description**

2. (a) Interim Fees shall be due and payable on the date specified in Payee's invoice(s) therefor and shall be computed by dividing one Installment Payment by thirty (30) and multiplying the result by the number of days from and including the date of Obligor's delivery and acceptance of the Licensed Software and Services to the commencement date hereof.

**(b) LICENSE FEES:**

Paid To \$

Paid To \$

**SERVICE FEES:**

Paid To \$

Paid To \$

**3. INSTALLMENT PAYMENTS:**

Commencing:

Total Amount Due: \$

4. **PAYMENT INFORMATION:** Installment Payments shall be made to: De Lage Landen Financial Services, Inc. ("Payee") at 1111 Old Eagle School Road, Wayne, Pennsylvania 19087, or to such other address or payee as Payee shall notify Obligor. The late charge for amounts not paid within 45 days of the due date shall be 1% per month of the outstanding balance or the maximum interest rate permitted by law, whichever is lower.

5. **TERMS OF SCHEDULE:** Obligor and Payee agree that this Schedule shall constitute a payment obligation for the purchase of the Licensed Software and Services described in Section 1 above subject to the terms and conditions of this Schedule and of the Master Installment Payment Agreement, the terms and conditions of which are hereby incorporated by reference in this Schedule and made a part hereof to the same extent as if such terms and conditions were set forth in full herein. Capitalized terms used in this Schedule and not otherwise defined herein shall have the meanings set forth in the Master Installment Payment Agreement.

6. **DELIVERY AND ACCEPTANCE:** Obligor certifies that the Licensed Software and Services as described herein have been delivered and received by Obligor.

7. **FACSIMILE DOCUMENTATION:** It is agreed that a facsimile copy of this Schedule with facsimile signatures may be treated as an original and will be admissible as evidence.

PAYEE ACCEPTANCE		
<p style="text-align: center; margin: 0;"><b>Konica Minolta Premier Finance</b></p>		
Payee	AUTHORIZED SIGNER	TITLE DATED

OBLIGOR ACCEPTANCE		
<div style="border: 1px solid black; width: 100%; height: 100%; display: flex; align-items: center; justify-content: center;"> <span style="font-size: 2em; color: blue;">X</span> </div>		
FULL LEGAL NAME OF OBLIGOR (as referenced above)	AUTHORIZED SIGNER	DATED
FEDERAL TAX I D #	PRINT NAME	TITLE

## ATTACHMENT 7 – KMBS MUNICIPAL AUTHORIZATION

Date:

Reference is made to the lease, loan, rental and/or other financial agreement (the "Finance Agreement") dated \_\_\_\_\_, 20\_\_ between Konica Minolta Premier Finance (herein called "Creditor") and \_\_\_\_\_ (herein called "Obligor") for the financing of \_\_\_\_\_ (equipment description).

The undersigned acknowledge in connection with the negotiation, execution and delivery of the Finance Agreement and other related documents by and between Creditor and Obligor (collectively the "Documents"):

1. The Finance Agreement set forth above and any Documents executed in connection therein have been duly authorized, executed and delivered by the Lessee and constitutes a valid, legal and binding agreement enforceable in accordance with its terms. Additionally, I do hereby certify on behalf of Obligor, that the individual who signed the Finance Agreement and any related Documents is authorized to execute and deliver such to Creditor.
2. All required Procurement and approval procedures, including but not limited to, public bidding procedures regarding the award of the Finance Agreement have been followed by the Lessee and no further approval, consent or withholding of objections is required from any Federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Finance Agreement contemplated hereby.
3. Except as provided in the Finance Agreement or the Documents, Lessee has no authority (statutory or otherwise) to terminate the Finance Agreement prior to the end of its term for any reason other than non-appropriation of funds to pay the Finance Agreements Payments for any fiscal period during the term of the Finance Agreement.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

The undersigned by signing below hereby affirms the statements made above are based upon the undersigned's personal knowledge, and as to those matters, believes the information to be true and correct.

BY:

BY:

Title:

Title:

\_\_\_\_\_  
Signature Date \_\_\_\_\_

\_\_\_\_\_  
Signature Date \_\_\_\_\_

## ATTACHMENT 8 – KMBS WARRANTY CUSTOMER ONE GUARANTEE



Attachment 8 -KMBS  
Warranty Customer O

## ATTACHMENT 9 – KMBS MPS SITE AGREEMENT

### Agreement Between Konica Minolta Business Solutions U.S.A., Inc. and:

<b>Customer</b>	<b>Sold to ID</b>		
<b>Address</b>			
<b>City</b>	<b>State</b>	<b>ZIP</b>	
<b>Invoice Address</b>			
<b>City</b>	<b>State</b>	<b>ZIP</b>	
<b>Customer Email</b>			

### Monthly Printer Pricing

Device Description	CPP Pricing	CPP Print Allowance (Volume)	Flat Rate (Price Per Device)	OneRate 2.1 (Price Per Device)	No. of Devices (Quantity)	Base Fee (Price)
Network Color						
Network Mono						
Local Color						
Local Mono						
Thermal/Label Printer <small>On-Site Next Business Day Service*</small>						
Thermal/Label Printer <small>Advanced Overnight Replacement**</small>						
Thermal/Label Printer <small>Depot Service**</small>						
Scanner						
MICR Printer			N/A	N/A		
Specialty						
<b>Total Monthly Base Cost Upon Contract Signing</b>						
<i>Flat rate monthly pricing will change as devices are added to the contract</i>						

\* On-Site Next Business Day Service for industrial models  
 \*\* Advanced Overnight Replacement and Depot Service for desktop models

For additional pricing, use separate attachment. For initial device inventory, see fleet report detail.

<b>Agreement Effective Date</b>		<b>Term</b>	
<b>P.O. Number (if Required)</b>		<b>PO Expiration Date</b>	

### Covered Sites – KMBS will provide services on supported products at the listed sites:

<b>Address</b>	<b>Service/Supply Contact</b>		
<b>City</b>	<b>Subnet In</b>	<b>Email</b>	
<b>State</b>	<b>Subnet Out</b>	<b>Phone</b>	
<b>ZIP</b>			
<b>Address</b>	<b>Service/Supply Contact</b>		
<b>City</b>	<b>Subnet In</b>	<b>Email</b>	
<b>State</b>	<b>Subnet Out</b>	<b>Phone</b>	
<b>ZIP</b>			
<b>Address</b>	<b>Service/Supply Contact</b>		
<b>City</b>	<b>Subnet In</b>	<b>Email</b>	
<b>State</b>	<b>Subnet Out</b>	<b>Phone</b>	
<b>ZIP</b>			

For larger lists of covered sites, use separate document (Excel, Word, etc.) and attach.



## ATTACHMENT 10 – KMBS ECM HOSTING SOW



Attachment 10 -  
KMBS ECM Hosting S

## ATTACHMENT 11 – KMBS ECM SOFTWARE SUBSCRIPTION SOW



Attachment 11 -KMBS  
ECM Software Subscri

## ATTACHMENT 12 – KMBS SSD DISPOSAL OPTIONS

### PROJECT: KMBS Secure Disposal Service

Date:

Prepared By:

#### Introduction

This Statement of Work ("SOW") document fully defines the Products and Services to be provided by Konica Minolta Business Solutions U.S.A., Inc. ("KMBS"). When a MFP is disposed of or is at the end of its life, KMBS offers secure disposal options that can provide piece of mind. These options include:

<b>Option 1 - As-is disposal</b>	The Konica Minolta MFP will be picked up according to the respective terms and conditions of your contract and disposed of accordingly in a responsible manner. The internal data of the machine will not be altered or modified in any way.
<b>Option 2- In-place data cleaning</b>	Where available, a KMBS field engineer will perform a "data overwrite" of the Solid State Drive (SSD) using built-in sanitization technology. The drive will be cleared of data and re-initialized in the machine before disposal. Availability of this option depends on model and configuration.
<b>Option 3 - Solid State Drive replacement and return</b>	At the time of disposal, the internal Solid State Drive will be removed and sealed in a container that will be returned to the customer. A replacement Solid State Drive will be installed and reinitialized with the generic device control programs. Availability of this option depends on model and configuration. Cost - \$300

#### Responsibilities

- **Option 2- In-place data cleaning**

**KMBS:**

- Identify available "data overwrite" compliance options available for specific unit(s).
- Inform the customer what data overwrite compliance options are available for applicable MFP models.
- Inform the customer on the estimated time required for the chosen Solid State Drive sanitization method.
- Obtain customer's certification that the data overwrite may be performed. **Once initiated, data stored on the MFP's Solid State Drive will not be recoverable.**
- Perform overwrite functions pursuant to the option selected by the customer and options available for the specific MFP. See Table 1 for options and descriptions.

**Customer:**

- Contact KMBS and schedule service date.
- Identify machines requiring data overwrite.
- Provide KMBS Field Engineer(s) physical access to all MFPs requiring data overwrite.
- Review and select overwrite options applicable to MFPs requiring data overwrite. Inform the KMBS Field Engineer of the overwrite options selected for the MFPs requiring data overwrite.
- Authorize the KMBS Field Engineer to perform the data overwrite. **Once initiated, data stored on the MFP's Solid State Drive will not be recoverable.**
- Acknowledge data overwrite was completed by signing the Project Completion portion of this document.

### Option 3 - Solid State Drive replacement and return

**KMBS**

- Contact KMBS and schedule service date.
- Provide KMBS with a contact at location authorized to receive Solid State Drive.
- Identify and order replacement parts for MFPs requiring Solid State Drive replacement.
- Remove Solid State Drives from applicable MFP units.
- Place Solid State Drive in a **sealed container and surrender to the customer's designated recipient.**
- Install replacement Solid State Drive (and any other requisite parts). Initialize the system and install base MFP system firmware permitting standard operations and functions. It may not be possible to reinstall special application/add-on software packages. (Examples include: i-Option applications, audit software, accounting software and document management software.)

**Customer:**

- Identify machines requiring Solid State Drive replacement. Provide KMBS with MFP model and serial number.
- Provide KMBS Field Engineer(s) physical accesses to all MFPs requiring Solid State Drive replacement.
- Authorize the SSD replacement. Once the SSD is removed, data stored on **the MFP's** SSD will no longer be accessible via traditional methods.
- Designate by name the individual(s) who shall receive SSDs removed from the MFPs. Print or type name: \_\_\_\_\_
- Acknowledge completion of the Solid State Drive replacement(s) by signing the Project Completion portion of this document.

**Solution Overview:**

The following MFPs and options have been designated for this project.

**Option 2: Data Overwrite shall be performed on the following MFPs.**

Model	Serial #	Overwrite Option	Completion

**Option 3: Solid State Drive replacement and return shall be performed on the following MFPs..**

Model	Serial #	Solid State Drive Surrendered to:

**Project Schedule**

Project will begin within \_\_\_\_\_ days upon receipt of Customer's acceptance by KMBS.

**Assumptions**

1. Solid State Drive replacements are available from an acceptable source.
2. Special software application installed on MFPs may not be reinstalled after the data overwrite or SSD replacement.
3. MFPs are operational and KMBS Field Engineers will have physical access to the designated units.

**Project Acceptance**

The estimated hours required to complete this project is:

The estimated cost of this project is: \$

Project completion is scheduled on: .

**Change Approval Process**

Change Requests shall be submitted by the customer to the KMBS project manager. The request shall describe the problem or question that resulted in the desired change. The KMBS project manager will evaluate and identify the amount of time that will be added to the project schedule, if any, as well as additional services price, if any.

KMBS standard Terms and Conditions apply to the agreement. A copy of KMBS Terms and Conditions can be provided upon request.

<b><u>Customer SOW Acceptance:</u></b>	<b><u>Project Completion:</u></b>
<b>Date:</b>	<b>Date:</b>
<b>Authorized Signature</b>	<b>Authorized Signature</b>
<b>Print Name</b>	<b>Printed Name</b>
<b>Title</b>	<b>Title</b>

### ATTACHMENT 13 – KMBS INCUMBENCY CERTIFICATE

Re: \_\_\_\_\_ dated as of \_\_\_\_\_, 20\_\_ (the "Agreement"), between \_\_\_\_\_, as obligor ("Obligor"), and \_\_\_\_\_, as lender ("Lender")

1. Being a knowledgeable and authorized officer of Obligor, duly elected, qualified and acting [SECRETARY] of the Obligor, and that I have custody of the corporate records of the Obligor, and I hereby certify to Lender that the person(s) who executed the Agreement are legally authorized to do so on behalf of Obligor and that the signatures that appear on the Agreement are genuine.

2. Set forth below are the names and, as applicable, true signatures of individuals ("Officers") who hold the office/title of the Obligor set forth opposite their respective names

3. Each of the Officers set forth below have the requisite power and authority pursuant to the Obligor's by-laws and/or resolutions to enter into the Agreement with Lender on behalf of the Obligor.

NAME	TITLE	SIGNATURE
_____ _____		

Additionally, each of the authorized persons named herein may execute any Agreements by the use of such person's electronic signature on any such Agreement. Each of the authorized persons named herein (i) has authorized the use of such person's electronic signature on any Agreement, (ii) has ratified the use of such electronic signature on any Agreement executed and delivered prior to the date hereof in the name and on behalf of the Obligor and to bind the Obligor, and (iii) has confirmed that such Agreements constitutes valid, legal, binding and enforceable obligations of the Obligor. Lender, and any assignee, may rely on the use of any such person's electronic signature on any Agreement without undertaking any independent investigation or inquiry as to the person electronically signing any such Agreement.

Lender is authorized to act and rely on the foregoing until it receives written notice from the Obligor of the revocation or modification thereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his or her hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

OBLIGOR AGREES THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES AND/OR ELECTRONIC COPY WITH ELECTRONIC SIGNATURE(S) MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW

Signature X: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**(THE INCUMBENCY IS TO BE EXECUTED BY A PERSON OTHER THAN THE SIGNER OF THE AGREEMENT AND RELATED DOCUMENTS. THIS MAY BE A BOARD CLERK/SECRETARY, BOARD MEMBER OR OTHER AUTHORIZED OFFICIAL OR OFFICER.)**

## ATTACHMENT 14 – KONICA CUSTOMER EXPECTATION GUIDE SOLUTIONS SUPPORT



Attachment 14 -  
Konica Customer Expe

## ATTACHMENT 15 – KONICA SAMPLE MPS STATEMENT OF WORK



Attachment 15 -  
Konica Sample MPS S

## ATTACHMENT 16 – KONICA EQUIPMENT REMOVAL AUTHORIZATION FORM



### Equipment Removal Authorization

Customer: \_\_\_\_\_

Pick Up Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Equipment being removed from Customer's Location:

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Serial Number: \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Serial Number: \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Serial Number: \_\_\_\_\_

Customer Owned Asset:

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

Lease Company Owned Asset:

Lease Company Name: \_\_\_\_\_ Lease #: \_\_\_\_\_

Upgrade to Return KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to Lease Company.

Upgrade to Keep KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.

Buyout to Keep KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.

End of Lease Return Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up.

Buyout or upgrade quote may include an estimate of pages produced between last meter billing and date the lease obligation is satisfied or equipment is returned.

Shipping Fee(s) to Be Invoiced to Customer: \_\_\_\_\_

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:

The undersigned represents that he/she is an authorized representative of Customer and has authority to bind Customer to this Agreement.

**CUSTOMER**

**KMBS**

Name: \_\_\_\_\_  
Please Print

Name: \_\_\_\_\_  
Please Print

Signature: \_\_\_\_\_  
Date

Signature: \_\_\_\_\_  
Date

Title: \_\_\_\_\_

Title: \_\_\_\_\_

KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.  
100 Williams Drive, Ramsey, NJ 07446 (201) 825-4000 [www.kmbs.konicaminolta.us](http://www.kmbs.konicaminolta.us)

Form: 3003-090120-C



# STATE OF COLORADO MASTER AGREEMENT AMENDMENT

**State Agency**  
Department of Personnel and Administration,  
State Purchasing and Contracts Office  
("State")

**Contractor**  
Konica Minolta Business Solutions USA Inc.

**Original Contract Number**  
187962

**Amendment Contract Number**  
200349

**Contract Performance Beginning Date**  
August 1, 2024

**Current Contract Expiration Date**  
July 31, 2026

**Contract Amendment Number: 1**

## THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

**CONTRACTOR**  
Konica Minolta Business Solutions USA Inc.

**STATE OF COLORADO**  
Jared S. Polis, Governor  
Department of Personnel and Administration  
State Purchasing and Contracts Office  
Tony Gherardini, Executive Director

DocuSigned by:  
*Kristen McKenna*  
By: Kristen McKenna Director, Government Contracts

DocuSigned by:  
*John Chapman*  
By: John Chapman, State Purchasing Manager

Date: 7/1/2025

Date: 7/1/2025

**STATE CONTROLLER**  
Robert Jaros, CPA, MBA, JD

DocuSigned by:  
*Nathan Manley*  
By: Nathan Manley State Controller Delegate

Amendment Effective Date: 7/1/2025

In accordance with §24-30-202, C.R.S., this Amendment is not valid until signed and dated above by the State Controller or an authorized delegate.

**1. PARTIES**

This Amendment (the “Amendment”) to the State of Colorado Master Agreement shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

**2. TERMINOLOGY**

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

**3. AMENDMENT EFFECTIVE DATE**

This Amendment shall not be valid or enforceable until its Effective Date. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date.

**4. FACTUAL RECITALS**

The Parties entered into the Contract effective August 1, 2024, for the provision of Multi-Function Devices and Related Software, Services and Cloud Solutions, as set forth in Contract #187962.

**5. PURPOSE**

The purpose of this Amendment is to modify the Contract language to allow requests for price increases due to unforeseen economic circumstances.

**6. MODIFICATIONS**

The Contract, and all prior amendments thereto, if any, are modified as follows:

**Section 6.1.5** shall now read as follows:

“Pricing shall remain firm during the first twelve (12) months of the Master Agreement (e.g. 8/1/2024 - 7/31/2025). Contractor may then update their pricing once per calendar year. All requested price increases must be sent to the Lead State and include documentation from Contractor which provides a detailed explanation for the increase. While there will not be any restrictions regarding direct and indirect cost increases, it will be at the Lead State’s sole discretion to determine if the requested increase has a direct correlation to the Deliverables being offered under the Master Agreement. Price increases shall be allowed for all Products and all Services, including rate and fee structures on maintenance plans. Notwithstanding the foregoing, a request for price increases due to unforeseen economic circumstances may also be submitted to the Lead State at any time.

The Lead State will then review the merits of the request in collaboration with NASPO

ValuePoint. It will then be at the Lead State's sole discretion to determine whether such price increases will be accepted.”

**7. LIMITS OF EFFECT**

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

