



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING**

NOTIFICATION OF STATEWIDE CONTRACT

March 14, 2024

CONTRACT TITLE: NASPO ValuePoint Copiers and Managed Print Services

CURRENT CONTRACT PERIOD: January 1, 2023 through July 31, 2024

BUYER INFORMATION: Kelsey Huwe
573-522-1308 Phone
573-526-9816 Fax
kelsey.huwe@oa.mo.gov

RENEWAL INFORMATION	Current Contract Period	Potential Final Expiration
	January 1, 2023 through July 31, 2024	July 31, 2024

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **MANDATORY** FOR THE PURCHASE AND LEASE OF COPIER-BASED
MULTIFUNCTION EQUIPMENT FOR ALL STATE AGENCIES.

Local Purchase Authority shall not be used to purchase supplies/services included
in this contract unless specifically allowed by the contract terms.

PRINTERS, PRINTER SUPPLIES, AND PRINTER MAINTENANCE KIT PURCHASES SHALL BE **NON-
MANDATORY** FOR ALL STATE AGENCIES, BUT MUST BE PURCHASED THROUGH EITHER THE NASPO
VALUEPOINT COPIERS AND MANAGED PRINT SERVICES CONTRACTS OR THE PC PRIME VENDOR
SERVICES CONTRACT.

CONTRACTOR AUTHORIZED DEALERS (IF ANY):

Contract #	Authorized Reseller	Contract #	Parent Contractor	Contract #	Parent Contractor	Contract #	Parent Contractor	Contract #	Parent Contractor	Contract #	Parent Contractor
			Canon U.S.A. Inc.								
			HP, Inc.								
			Konica Minolta Business Solutions USA Inc.								
			Kyocera Document Solutions America Inc.								
			Lexmark International Inc.								
			Ricoh U.S.A., Inc.								
			Sharp Electronics Corporation								
			Toshiba America Business Solutions, Inc.								
			Xerox Corporation								
CT202797011	Lakeland Office Supplies		X				X		X		
CT202797012	Marco Technologies LLC		X	X	X		X			X	
CT202797013	Harris Technologies Inc.						X				
CT202797016	Canon Solutions America Inc.		X								
CT202797018	Americom Imaging Systems Inc.		X								
CT202797019	ImageNet Consulting LLC		X								
CT202797020	Springfield Blue Print & Photo Copy Co. Inc.		X								
CT202797022	Mineral Area Office Supplies Inc.		X								
CT202797026	Office Essentials			X							
CT202797053	SumnerOne Inc.		X	X	X	X					
CT202797056	GFI Digital Inc. (PS = Political Subdivisions Only)							X PS	X		
CT202797057	Gibbs Technology Leasing (PS = Political Subdivisions Only)							X PS	X		

CONTRACTOR CONTACTS:

Canon U.S.A. Inc. Information			
CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
CT202797001	MB00079179	Canon U.S.A., Inc. One Canon Park Melville, NY 11747 Contact Person: Frank Carroll Telephone: 214-354-3315 Facsimile: N/A Email: isgbidadmin@cusa.canon.com NASPO ValuePoint Dedicated Website:	YES

Canon U.S.A. Inc. Information

CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
		https://www.naspovaluepoint.org/portfolio/copiers-managed-print-services-2019-2024/canon/	

HP, Inc. Information

CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
CT202797002	MB00024517	<p>HP, Inc. 442 Swan Blvd. Deefield, IL</p> <p>Contact Person: Debra Lee Telephone: 847-537-0344 Facsimile: 847-572-1336 Email: Debra.lee@hp.com</p> <p>NASPO ValuePoint Dedicated Website: https://www.naspovaluepoint.org/portfolio/copiers-managed-print-services-2019-2024/hp-inc/</p>	YES

Konica Minolta Business Solutions USA Inc. Information

CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
CT202797003	MB00089774	<p>Konica Minolta Business Solutions USA Inc. 100 Williams Drive Ramsey, NJ 07446</p> <p>Contact Person: Valarie Rock Telephone: 703-637-1516 Facsimile: 703-506-1257 Email: vrock@kmb.konicaminolta.us</p> <p>NASPO ValuePoint Dedicated Website: https://www.naspovaluepoint.org/portfolio/copiers-managed-print-services-2019-2024/konica-minolta/</p>	YES

Kyocera Document Solutions America Inc. Information

CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
CT202797004	MB00146458	<p>Kyocera Document Solutions America Inc. P.O. Box 660342 Dallas, TX 75266-0342</p> <p>Contact Person: Joseph Dolce (Joe) Telephone: 973-882-6085 Facsimile: N/A Email: Joseph.dolce@da.kyocera.com</p> <p>NASPO ValuePoint Dedicated Website: https://www.naspovaluepoint.org/portfolio/copiers-managed-print-services-2019-2024/kyocera-document-solutions-america-inc/</p>	YES

Lexmark International Inc. Information

CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
CT202797005	MB00080319	<p>Lexmark International, Inc. 470 West New Circle Road Lexington, KY 40550</p> <p>Contact Person: Mary O'Kane Telephone: 773-587-8202 Facsimile: N/A Email: mary.muldoon-okane@lexmark.com</p> <p>NASPO ValuePoint Dedicated Website: https://www.naspovaluepoint.org/portfolio/copiers-managed-print-services-2019-2024/lexmark-international-inc/</p>	YES

Ricoh USA, Inc. INFORMATION

CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
CT202797006	MB00078010	<p>Ricoh USA, Inc. 70 Valley Stream Parkway Malvern, PA 19355</p> <p>Contact Person: Travis Massman Telephone: 573-353-2559 Facsimile: N/A Email: travis.massman@Ricoh-USA.com</p> <p>NASPO ValuePoint Dedicated Website: https://www.naspovaluepoint.org/portfolio/copiers-managed-print-services-2019-2024/ricoh-usa-inc/</p>	YES

Sharp Electronics Corporation Information

CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
CT202797007	MB00075922	<p>Sharp Electronics Corporation ID-663421 Platine, IL 60055-0067</p> <p>Contact Person: Dan DeVore Telephone: 913-461-3264 Facsimile: N/A Email: devored@sharpsec.com</p> <p>NASPO ValuePoint Dedicated Website: https://www.naspovaluepoint.org/portfolio/copiers-managed-print-services-2019-2024/sharp-electronics-corporation/</p>	YES

Toshiba America Business Solutions, Inc. Information

CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
CT202797008	MB00007942	<p>Toshiba America Business Solutions, Inc. 25530 Commercentre Drive Lake Forest, CA 92630</p> <p>Contact Person: Rick Jackson Telephone: 949-462-6089 Facsimile: N/A Email: rick.jackson@tabs.toshiba.com</p> <p>NASPO ValuePoint Dedicated Website: https://www.naspovaluepoint.org/portfolio/copiers-managed-print-services-2019-2024/toshiba-america-business-solutions/</p>	YES

Xerox Corporation Information

CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
CT202797009	MB00138336	<p>Xerox Corporation PO Box 802555 Chicago, IL 60680-2555</p> <p>Contact Person: Lisa Perkins Telephone: 502-410-8679 Facsimile: N/A Email: Lisa.perkins@xerox.com</p> <p>NASPO ValuePoint Dedicated Website: https://www.naspovaluepoint.org/portfolio/copiers-managed-print-services-2019-2024/xerox-corporation/</p>	YES

Lakeland Office Supplies

CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
CT202797011	MB00091829	Lakeland Office Systems, Inc. 2932 E. Pythian St. Springfield, MO 65802 Contact Person: John Tyson Telephone: 417-499-5798 Facsimile: 417-782-6523 Email: jtyson@lakelandoffice.com	YES

Marco Technologies LLC

CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
CT202797012	MB00097629	Marco Technologies, LLC 4510 Heatherwood Road St. Cloud, MN 56301 Contact Person: Dan Larkin Telephone: 651-288-6915 Facsimile: N/A Email: Dan.larkin@marconet.com	YES

Harris Technologies Inc.

CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
CT202797013	MB00116710	Harris Technologies Inc. 1099 Milwaukee St., Suite 200 Kirkwood, MO 63122 Contact Person: Dillon Heeb Telephone: 314-384-1222 Facsimile: N/A Email: dillon.heeb@harristechnologies.com	YES

Canon Solutions America Inc.

CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
CT202797016	MB00027543	Canon Solutions America, Inc. 12379 Collection Center Drive Chicago, IL 60693 Contact Person: Dawn Rouse Telephone: 631-330-5448 Facsimile: N/A Email: drouse@csa.canon.com	YES

Americom Imaging Systems Inc.

CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
CT202797018	MB00102283	Americom Imaging Systems Inc 10352 Lake Bluff Drive St. Louis, MO 63123 Contact Person: Sue Scheibe Telephone: 314-894-1154 Facsimile: N/A Email: sues@americomis.com	YES

ImageNet Consulting LLC

CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
CT202797019	MB00095487	ImageNet Consulting LLC 1228 Dielman Industrial Ct. St. Louis, MO 63123 Contact Person: Hal Swaringim Telephone: 314-332-2001 Facsimile: N/A Email: hswaringim@imagenet.com	YES

Springfield Blue Print & Photo Copy Co. Inc.

CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
CT202797020	MB00102964	Springfield Blue Print & Photo Copy Co Inc. PO Box 50537 Springfield, MO 65805 Contact Person: Chuck McCann Telephone: 417-869-7316 Facsimile: N/A Email: cmccann@spfdblue.com	YES

Mineral Area Office Supplies Inc.

CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
CT202797022	MB00102361	Mineral Area Office Supplies Inc. 331 W. Main Park Hills, MO 63601 Contact Person: John Yow Telephone: 573-431-4777 Facsimile: N/A Email: johnyow@maos.com	YES

Office Essentials

CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
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Office Essentials

CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
CT202797026	MB00105915	Office Essentials 1834 Walton Road St. Louis, MO 63114 Contact Person: Hayley Batterson Telephone: 573-397-5671 Facsimile: 866-740-4958 Email: HBatterson@offess.com	YES

SumnerOne Inc.

CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
CT202797053	MB00094450	SumnerOne Inc. 6717 Waldemar Ave. PO Box 5180 St. Louis, MO 63139 Contact Person: Ashley Dumas Telephone: 573-499-5313 Facsimile: N/A Email: adumas@sumnerone.com	YES

GFI Digital Inc.

CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
CT202797056	MB00112649	GFI Digital, Inc. 12163 Prichard Farm Rd. Maryland Heights, MO 63043-4202 Contact Person: Corey Backues Telephone: 573-659-8888 Ext. 3600 Facsimile: 573-659-7824 Email: cbackues@gfidigital.com	YES

Gibbs Technology Leasing

CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
CT202797057	MB00119323	Gibbs Technology Leasing, LLC 3236 W. Edgewood, Suite A Jefferson City, MO 65109 Contact Person: Corey Backues Telephone: 573-659-8888 Ext. 3600 Facsimile: 573-659-7824 Email: cbackues@gfidigital.com	YES

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
1/1/23 – 7/31/24	3/14/24	<ul style="list-style-type: none"> • Vendor contact information updated.
1/1/23 – 7/31/24	1/29/24	<ul style="list-style-type: none"> • Vendor contact information updated.
1/1/23 – 7/31/24	10/11/23	<ul style="list-style-type: none"> • Vendor contact information updated.
1/1/23 – 7/31/24	10/2/23	<ul style="list-style-type: none"> • Vendor contact information updated.
1/1/23 – 7/31/24	9/19/23	<ul style="list-style-type: none"> • Vendor contact information updated.
1/1/23 – 7/31/24	3/6/23	<ul style="list-style-type: none"> • Vendor contact information updated.
1/1/23 – 7/31/24	2/28/23	<ul style="list-style-type: none"> • Vendor contact information updated.
1/1/23 – 7/31/24	1/19/23	<ul style="list-style-type: none"> • Vendor contact information updated.
1/1/23 – 7/31/24	1/18/23	<ul style="list-style-type: none"> • Vendor contact information updated.
1/1/23 – 7/31/24	1/4/23	<ul style="list-style-type: none"> • Updated buyer information on the cover page
1/1/22 – 12/31/22	10/12/22	<ul style="list-style-type: none"> • Printer instructions added showing printers, printer supplies, and printer maintenance kits as non-mandatory, allowing the use of the PC Prime Vendor Services contract for printer purchases as well.
1/1/22 – 12/31/22	8/15/22	<ul style="list-style-type: none"> • Added Office Essentials. • Removed paragraph 2.1.4 and subparagraphs. • Added underline to “Color and High Speed Units” in paragraph 2.2.
1/1/22 – 12/31/22	8/8/22	<ul style="list-style-type: none"> • Vendor contact information updated. • Printer and Scanner restrictions removed from the contract. • Pronouns “they” and “their” replaced with appropriate language describing who the pronouns are referring to.
1/1/22 – 12/31/22	1/24/22	<ul style="list-style-type: none"> • Marco’s contract has been renewed.
1/1/22 – 12/31/22	1/20/22	<ul style="list-style-type: none"> • Updated the contract date for all contracts except Marco and Americom Imaging Systems (Greyed out until renewed).
07/01/2020 -12/31/2021	10/20/21	<ul style="list-style-type: none"> • Lakeland Office System updated to resell Canon and Sharp.
07/01/2020 -12/31/2021	9/14/21	<ul style="list-style-type: none"> • SumnerOne, Inc. updated to resell Konica Minolta products and services.
07/01/2020 -12/31/2021	8/16/21	<ul style="list-style-type: none"> • SumnerOne, Inc. updated to resell Canon and HP products and services.
07/01/2020 -12/31/2021	7/27/21	<ul style="list-style-type: none"> • Updated Buyer phone number on the cover page.
07/01/2020 -12/31/2021	6/30/21	<ul style="list-style-type: none"> • Updated Konica Minolta’s contact information.

Contract Period	Issue Date	Summary of Changes
07/01/2020 -12/31/2021	6/29/21	<ul style="list-style-type: none"> • Updated Canon Contact information email address.
07/01/2020 -12/31/2021	6/28/21	<ul style="list-style-type: none"> • Added Americom Imaging Systems Inc. to the Statewide Notice.
07/01/2020 -12/31/2021	6/4/21	<ul style="list-style-type: none"> • Contractor Information ADDED • Contractor Dealers ADDED • 1.4 Section REVISED
07/01/2020 -12/31/2021	5/6/21	Canon Reseller, Marco, ADDED Sharp Dealers, GFI Digital Inc. and Gibbs Technology Leasing LLC. ADDED
07/01/2020 -12/31/2021	4/12/21	Kyocera and Xerox added to the Statewide Notice.
07/01/2020 -12/31/2021	1/28/21	Statewide Notice updated to include recently awarded contracts for Canon, HP, Konica Minolta, Toshiba, and Sharp.
07/01/2020 -12/31/2021	12/28/2020	Statewide Notice created, incorporating Ricoh, Lexmark, and Marco.

GENERAL INFORMATION AND REQUIREMENTS

1. BACKGROUND:

- 1.1 These cooperative contracts provide for the outright purchase and lease and maintenance of copier-based multifunctional equipment and accessories. Copier-based multifunctional equipment acquired via lease will be renewed based upon the applicable term selected by the ordering agency pursuant to the NASPO ValuePoint contract and Participating Addendum with each manufacturer.
- 1.2 Pricing for this NASPO ValuePoint contract is expressed as a discount from Manufacturer’s Suggested Retail Price (MSRP). Discounts from list may be increased during the term of the contract by the contractors. At no time during the contract period may the discount be reduced.
- 1.3 This NASPO ValuePoint contract includes seven (7) groupings of devices as well as software bundles that enable and enhance the multifunction capabilities of the devices. The groupings are:

Group	Device
A	A3 MFD (B&W and Color/B&W)
B	A4 MFD (B&W and Color/B&W)
C	Production Equipment (B&W and Color/B&W)
D	Single-function Printers (B&W and Color/B&W)
E	Large/Wide Format Equipment (B&W and Color/B&W)
F	Scanners
MPS	Managed Print Services

1.4 Copiers and MPS Award Summary

	Group A	Group B	Group C	Group D	Group E	Group F	MPS
Canon U.S.A. Inc.	X	X	X	X	X	X	X
HP, Inc.	X	X		X	X	X	X
Konica Minolta Business Solutions USA Inc.	X	X	X	X	X	X	X
Kyocera Document Solutions America Inc. Information	X	X		X			X
Lexmark International, Inc.		X		X			X
Ricoh U.S.A. Inc.	X	X	X	X	X	X	X
Sharp Electronics Corporation	X	X	X	X		X	X
Toshiba America Business Solutions, Inc.	X		X	X	X	X	X
Xerox Corp	X	X	X	X	X		X

- 1.5 Copiers acquired under previous state of Missouri contracts should be maintained under one of these NASPO ValuePoint contracts.

2. STATE AGENCY USAGE REQUIREMENTS:

State agencies governed by Chapter 34 RSMo must utilize the contract in the following manner:

- 2.1 **Quotations:** State agencies should request price quotations from at least three (3) manufacturers (CT202797001 through CT202797009) or a manufacturer’s reseller, listing the product and service specifications needed before purchasing products through the contract. Agencies shall place orders with the vendor proposing the lowest cost and whose products meets all mandatory requirements identified in the quote request.
 - 2.1.1 State agencies may request quotes to be valid for up to 30 days but the requirement must be documented on the quote.
 - 2.1.2 Specifications should include the actual quantity needed. State agencies should not request a quote for a quantity of one (1) and then try to use that specific winning quote to try to place multiple orders.
 - 2.1.3 Please note that contract pricing is based on a discount off of MSRP/List Price, but contractor may further reduce prices if the contractor chooses to do so.
- 2.2 **Color and High Speed Units:** Before purchasing a color multifunction device of any speed or a black and white multifunction device with a speed equal to or greater than 60 pages per minute (PPM), a state agency must obtain written approval to purchase the device from Jessica Caddell (Jessica.Caddell@oa.mo.gov) of OA General Services State Printing. State agencies must submit State Printing’s written approval with the purchase order.
- 2.3 **Trade-Ins:** State agencies must obtain OA Surplus Property’s approval before trading in a copier.
- 2.4 **Hard Drive Erase:** State agencies must purchase hard drive erase software for all devices containing a hard drive.
- 2.5 **Orders and Invoicing:** When the manufacturer utilizes dealers to accept orders and payments, then the order must be placed to the same contractor as the payment will be made. (i.e. If orders are submitted to the manufacturer, then payment must be submitted to the manufacturer. If orders are submitted to a dealer then payment must be submitted to the same dealer.)
- 2.6 **Financing Options:** State agencies may ONLY enter into fair market value (FMV) leases. State agencies must NOT enter into capital leases.

3. ORDERING:

- 3.1 Contractors must quote leasing for Fair Market Value Leases. State agencies must NOT enter into capital leases.

4. PAYMENT:

- 4.1 The contractors will invoice the state agency directly with that state agency paying the contractor or authorized dealers directly.

5. RELEVANT NASPO VALUEPOINT SCOPE OF WORK REQUIREMENTS (SECTION 4 OF NASPO VALUEPOINT RFP):

5.1 MPS:

- a. Contractors who are awarded MPS, may provide it as follows:

If awarded:	MPS may be provided on:					
	Group A	Group B	Group C	Group D	Group E	Group F
Group A	Yes	Yes	Yes	Yes	No	No
Group B	Yes	Yes	Yes	Yes	No	No
Group C	Yes	Yes	Yes	Yes	No	No
Group D	Yes	Yes	Yes	Yes	No	No

Group E	No	No	No	No	Yes	No
Group F	No	No	No	No	No	Yes

- b. Contractors who are awarded Group A, Group B, Group C, and Group D may also provide MPS on Group E and Group F if contractors have placed Equipment previously under a prior NASPO ValuePoint or WSCA Master Agreement within those Groups, or if the Purchasing Entity owns the Equipment.
- c. Contractors who are awarded Group E and Group F may also provide MPS on Group A, Group B, Group C, and Group D if contractors have placed Equipment previously under a prior NASPO ValuePoint or WSCA Master Agreement within those Groups, or if the Purchasing Entity owns the Equipment.
- d. Contractor(s) 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 contractors have a written agreement with the Manufacturer to do so.

5.1.2 Survivability:

- a. Any Order placed under the Master Agreement shall survive the expiration of the Master Agreement unless otherwise specified in a Participating Addendum. For example:
- b. A customer enters into a 60 month lease one (1) week before the Master Agreement expires. That lease will remain in effect for the full 60 months, unless the customer terminates the lease sooner. In addition, the Maintenance Agreement that accompanies the 60 month lease will also remain in effect until the lease is terminated.
- c. Contractor(s) are not permitted to increase pricing on any Order that was placed prior to the expiration of the Master Agreement. For example:
 - 1) A customer purchases a Device and enters into a 12 month Maintenance Agreement one (1) week before the Master Agreement expires. The pricing for that Maintenance Agreement must remain firm for the 12 month term.
 - 2) A customer enters into a 48 month lease one (1) year before the Master Agreement expires. The pricing for that lease (including the Equipment, the Maintenance Agreement, an MPS statement of work, etc.) must remain firm for the 48 month term, unless the customer terminates the lease sooner.
- d. Contractor(s) shall maintain compliance with all requirements of the Master Agreement throughout the duration of the Contract.
- e. Contractor(s) 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.

5.2 Product Offerings

- 5.2.1 Group Segments. 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 B&W only; Color and B&W	
Segment	PPM
2	20 – 30
3	31 – 40

4	41 – 50
5	51 – 60
6	61 – 70
7	71 – 90

Group B – MFD, A4 B&W only; Color and B&W	
Segment	PPM
1	Up to 20
2	21 – 30
3	31 – 40
4	41 – 50
5	51 – 60
6	61+

Group C – Production Equipment B&W only; Color and B&W	
Segment	PPM
1	65 – 79
2	80 – 89
3	90 – 110
4	111 – 130
5	131+

Group D – Single-function Printers B&W only; Color and B&W	
Segment	PPM
1	Up to 20
2	21 – 40
3	41 – 60
4	61+

Group E – Large/Wide Format Equipment B&W only; Color and B&W	
Segment	A1 or D Size PPM*
Low	1 – 3
Medium Low	4 – 8
Medium High	9 – 19
High	20+

*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

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

a. **Group A – MFD, A3**

- 1) New Power Filter;
- 2) Duplex for Segment 3 and above;
- 3) Standard paper drawer(s) equal to or greater than:
 - One (1) paper supply for Segment 2;
 - Two (2) paper drawers for Segments 3 and 4; and/or
 - 2,000 sheet paper capacity for Segments 5 and above.
- 4) Paper size capacity up to 11" x 17"; and
- 5) Bypass paper supply, if applicable for Segment.

b. **Group B – MFD, A4**

- 1) New Power Filter;
- 2) Bypass paper supply;
- 3) Standard paper drawer(s) equal to or great than:
 - One (1) paper supply for Segments 1 and 2;
 - Two (2) paper drawers for Segments 3 and 4; and/or
 - 2,000 sheet capacity for Segments 5 and above.
- 4) Paper size capacity up to 8 1/2" x 14"; and
- 5) Envelope adjustment capability.

c. **Group C – Production Equipment**

- 1) New Power Filter;
- 2) Standard paper drawer(s);
- 3) Standard paper capacity;
- 4) Duplex; and
- 5) Network connectivity.

d. **Group D – Single-function Printers**

- 1) New Power Filter;
- 2) Must include an inkjet, light emitting diode (LED), or laser print engine;

- 3) Standard paper drawer(s);
- 4) Standard paper capacity; and
- 5) Network connectivity.

e. **Group E – Large/Wide Format Equipment**

- 1) New Power Filter;
- 2) Hard-Disk drive;
- 3) Network connectivity;
- 4) Touch screen control panel; and
- 5) Automatic Exposure – the exposure is adjusted automatically when copying from originals with different background shadings;
- 6) Automatic Magnification – after detecting the correct size of each original document, the correct magnification (zoom) ratio is automatically calculated to fit the media size selected by the operator; and
- 7) Automatic Media Selection – a built-on sensor detects the size of the original and the proper media size is then selected.

f. **Group F – Scanners**

- 1) New Power Filter;
- 2) Charge-Coupled Device (CCD) or Contact Image Sensor (CIS);
- 3) Automatic Document Feeder (ADF);
- 4) Letter or legal paper size capacity;
- 5) Color depth of at least 24 bytes; and
- 6) Single pass duplex scan.

5.2.3 **Device Standards.** Devices must meet the following requirements:

- a. Group A and Group B Base Units are OEM only;
- b. 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;
- c. 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;
- d. If contractor(s) devices fail to meet the EPEAT Bronze Standard, or be Energy Star compliant (applicable to Group D Devices only) within one (1) year, then contractor will be removed from the Price List;
- e. Must be Newly Manufactured, current, Remanufactured, or Refurbished, except as specified in a Participating Addendum;
- f. Devices, when installed, and if available, must be set-up to receive automatic software updates and patches;

- g. Specifications must be published on the contractor(s) website;
- h. 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;
- i. Must maintain a PPM speed, according to Segment classification; and
- j. 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).

5.2.4 Device Exceptions

- a. Group C, Group D, Group E, and Group F will not be restricted to OEM, and do not have to be Private Labeled;
- b. Group C, Group E, and Group F are not required to be EPEAT registered or Energy Star compliant;
- c. 3D Printers may be offered by contractor(s) who are Awarded any Group, and must be priced based on the minimum discount offered in any Segment of any Awarded Group;
- d. Digital Duplicators may be offered by contractor(s) who are Awarded Group A, and must be priced based on the minimum discount offered in the Segment to which the contractor's digital duplicators most closely relate;
- e. Inkjet and Digital Presses may be offered by contractor(s) who are Awarded Group C and must be priced based on the minimum discount offered in the Segment to which the inkjet and digital presses belong;
- f. Roll-Fed Wide Format Printers may be offered by contractor(s) who are Awarded Group E, and must be priced based on the minimum discount offered in any Segment of Group E.
- g. Contractor(s) who are Awarded Group E 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.

5.2.5 Accessories

- a. Contractor(s) shall provide OEM and/or Third Party compatible Accessories that compliment or enhance the features of the Device.
- b. Contractor(s) 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.
- c. Purchasing Entities may add Accessories to Devices that have been purchased, leased or rented under prior NASPO ValuePoint and/or WSCA Master Agreements, as well as via any other means.

5.2.6 Software

- a. May be provided by contractor(s) to enhance the capabilities of the Devices, or may be provided as a standalone option on any owned, leased or rented Device.
- b. Contractor(s) may provide OEM and/or Third Party software.
- c. All software drivers shall be, at a minimum, Windows 7 compliant, and all Devices must have universal software drivers.

- d. Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software, unless otherwise stated in a Participating Addendum.

5.2.7 Consumable Supplies

- a. Contractor(s) 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.
- b. Contractor(s) 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 the supplies are start-up Supplies. The Supplies that may be offered are:
 - 1) Toner;
 - 2) Staples;
 - 3) Ink;
 - 4) Print Cartridges;
 - 5) Imaging Drums;
 - 6) Fuser Kits;
 - 7) Cleaning Kits;
 - 8) Transfer Kits;
 - 9) Waste Toner Bottles;
 - 10) Fuser Oil;
 - 11) Ozone Filters;
 - 12) Ribbon;
 - 13) Developer;
 - 14) Rollers and Pads; and
 - 15) Maintenance Kits.
- c. Toner must be free of carcinogenic, mutagenic, or teratogenic substances.
- d. Contractor(s) shall provide the Purchasing Entity with a method to return the empty toner cartridges at no additional charge.

5.2.8 Remanufactured/Refurbished Equipment

- a. Contractor(s) may offer Remanufactured and/or Refurbished Equipment under any Group the contractor is Awarded.
- b. Remanufactured and Refurbished Equipment is not required to be EPEAT registered or Energy Star compliant.
- c. Equipment can be acquired via a purchase, lease or rental agreement.

- d. Contractor(s) must notify the Purchasing Entity in writing, when Remanufactured or Refurbished Equipment is being offered.
- e. All Remanufactured or Refurbished Equipment must be clearly labeled as such, and must be certified by the Manufacturer.
- f. 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(s).
- g. 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.
- h. 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.

5.2.9 Open Market Items

- a. Contractor(s) may offer Not Specifically Priced (NSP) items that compliment or enhance the Products and/or Services offered under the resulting Master Agreement(s). NSP items will **not** include:
 - 1) Interactive White boards;
 - 2) Computers, monitors, or other related items;
 - 3) Fax machines;
 - 4) Overhead Projectors; and
 - 5) Cameras.
- b. NSP items may only be acquired through the contractor(s) or Authorized Dealer(s) and must be reported quarterly with all other sales under the resulting Master Agreement(s).
- c. NSP items must be priced at a minimum discount of 15% from MSRP or List Price.
- d. NSP items shall not 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.
- e. It shall be at the discretion of the Participating State or Entity to allow Open Market Items in the Participating Addendum.

5.3 Service Offerings

5.3.1 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 Equipment as owned by the Purchasing Entity. The contractor(s) track how the Equipment 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(s) must also offer project implementation Services, and customer help-desk support and training.
- c. Contractor(s) 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 Exhibit F (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:
 - 1) 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);
 - 2) Implementation (e.g. plan development; hardware and software installation and set-up);
 - 3) Remote Device Monitoring (e.g. job accounting; automated meter reads; automated toner replenishment);
 - 4) End-user Support (e.g. training; Help Desk); and
 - 5) Account management (e.g. reporting; invoicing; customer business reviews).
- g. The MPS engagement may include, but is not limited to, the following:
 - 1) Professional Services (e.g. consulting; project management; record management; network and data security; document workflow consulting; document scanning; back-file conversion; mail-room Services);
 - 2) Cost-based Assessment (e.g. asset mapping; end-user survey; detailed recommendation; analysis and plan design);
 - 3) Change Management;
 - 4) Maintenance (e.g. Preventative Maintenance; Service and repair; on-site break/fix; parts management; warranty management);
 - 5) Ongoing Fleet Management and Optimization (e.g. consumable spend; continual assessments; green initiatives; add/move/change Services; disaster recovery).
 - 6) Software and Cloud Solutions (e.g. mobile print, pull-print, enterprise content management; automated workflow; capture and route; security); and
 - 7) 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(s) 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.

5.3.2 Maintenance Agreements

a. Pricing

- 1) Pricing must include a zero base, cost per click rate for b&w and/or color for Groups A, B, C and D.
- 2) Pricing for a monthly base charge, a set copy allowance and an overage rate for b&w and/or color may also be provided.
- 3) Pricing must be provided that includes all parts, labor, Preventative Maintenance, Service Calls, and Supplies for Groups A, B, C and D.
- 4) Pricing for ALL Groups must also be provided that includes all parts, labor, Preventative Maintenance (if applicable), and Service Calls, but excludes Supplies.
- 5) Paper and ink for Group E Devices shall not be included as part of the Service and Supply pricing.
- 6) Contractor(s) may increase the Service and Supply pricing to include staples (if applicable to the Device).
- 7) Contractor(s) may charge flat rate fees for Services performed on any Accessories.
- 8) Service Calls due to misuse, neglect or abuse shall not be covered by the Maintenance Agreement, and contractor(s) and Authorized Dealers may bill the Purchasing Entity at an hourly rate for Services rendered.
- 9) 11"x17" impressions:
 - Shall be counted as two (2) clicks on Group A Devices; and
 - May be counted as two (2) clicks on Group C Devices.
- 10) Contractor(s) may offer a one (1) click rate that encompasses all paper sizes for Group C Devices.
- 11) A two-sided document shall be counted as two (2) clicks.
- 12) Contractor(s) must not charge for scans on any MFD.
- 13) Initial Term:
 - Pricing shall remain firm for the initial term of the Maintenance Agreement.
 - For lease and rental Equipment, the Maintenance Agreement term is equal to the term of the lease or rental (i.e. 24, 36, 48 months etc.).
 - For purchased Equipment, the initial term is whatever period of time the Purchasing Entity elects, as long as it does not exceed 60 months on Group A, Group B, Group D, Group E, and Group F Devices, and 84 months on Group C Devices.
- 14) Renewal Term:
 - If a Purchasing Entity wishes to renew a Maintenance Agreement for Equipment that was acquired under the new Master Agreement (RFP-NP-18-001), then the contractor may negotiate new pricing. This pricing shall not exceed the new Master Agreement pricing.
 - If a Purchasing Entity wishes to renew a Maintenance Agreement for Equipment that was acquired under Master Agreement (3091), then the maintenance agreements for legacy equipment shall apply.

b. **Blended Rates**

- 1) Contractor(s) must have the ability to blend the Service and Supply costs over a large Equipment fleet, and the Blended Rate must cover all units in the fleet.
- 2) The Blended Rate must be divided between b&w and color.

- 3) Contractor(s) shall provide the Purchasing Entity with the Blended Rate calculation prior to Order placement.
- 4) Utilizing a Blended Rate shall be at the discretion of the Participating State or Entity.

c. Manual Meter Reads

- 1) Contractor(s) must have an electronic method for collecting meter reads from a Purchasing Entity.
- 2) Meter reads may be submitted via the contractor(s) online portal, or through e-mail, or facsimile.
- 3) A Participating State or Entity may also elect, at the Participating State's or Entity's discretion, to submit meter reads through the Device.

d. Customer Owned Equipment

- 1) Purchasing Entity's may elect to enter into a Maintenance Agreement for Equipment the purchasing entity already owns, or Equipment the purchasing entity acquired through an up-front purchase.
- 2) 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.
- 3) The Maintenance Agreement shall not be subject to automatic renewals.

e. Lease Equipment

- 1) Contractor(s) shall be required to provide a Maintenance Agreement on all Equipment that is leased by a Purchasing Entity.
- 2) The Maintenance Agreement shall be priced based on a cost per click rate, or a monthly base charge.
- 3) The term of the Maintenance Agreement shall be equal to the term of the lease.

f. Legacy Equipment

- 1) Upon request from the Purchasing Entity, contractor(s) may provide Maintenance Agreements on any Equipment that is owned or was leased or rented through Master Agreement (3091), or via any other means, providing the following conditions are met:
 - The Device has not reached the end of its Useful Life;
 - The maximum term of the Maintenance Agreement does not exceed the Useful Life of the Device, unless otherwise specified in a Participating Addendum; and
 - The Maintenance Agreement adheres to the same requirements as outlined in Maintenance Agreements, Customer Owned Equipment and Maintenance Agreements, Lease or Rental Equipment.
- 2) 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.
- 3) 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 4.5.2(f)(iv) below for additional information.
- 4) If the Device has been at the Purchasing Entity's location for more than five (5) years, then Maintenance Agreement pricing shall not exceed 107% of the Service and Supply pricing in the new

Master Agreement for years 5 through 7, and 110% for years 8 and beyond. The Service and Supply pricing that will be used for this calculation will be based on the following:

- The Group and Segment to which the Device is categorized; and
- The Service and Supply pricing for that Group and Segment, as listed under Newly Manufactured Equipment in the new Master Agreement. *For example:*
 - A customer entered into a 60 month lease for a Group A, Segment 4 Device under Master Agreement (3091), and that lease expires in March 2021. Since by March 2021, the new Master Agreement will be in effect, renewal pricing will be subject to the new Master Agreement pricing. Therefore, if the customer now wants to enter into a 12 month Renewal Term, then the Service and Supply pricing will be based upon the pricing for Group A, Segment 4 for Newly Manufactured Equipment, and the contractor will have the option to increase that pricing by 7%.
 - Using the same example as above, if the customer instead wants to enter into a 36 month Renewal Term, then the Service and Supply pricing may be increased by 7% for years 6 and 7, and then by 10% for year eight (8).

5.3.3 Service Requirements

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

1) End-User Training

- An initial, no charge, on-site, one-hour training session for each Device, must be offered by contractor(s) for all non-desktop Products placed at each Purchasing Entity's location. For drop-shipped or desktop Products, contractors must offer an initial, one-hour, no charge, web-based, or on-line training session.
- 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.
- Contractor(s) 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 prior to Order placement.
- Contractor(s) must provide on-site or off-site operational training to designated Purchasing Entity personnel, until the personnel are able to operate the Equipment 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 prior to Order placement.
- Contractor(s) shall provide Product literature, user-manuals, and access to on-line resources, if available, at no charge to the Purchasing Entity.
- Contractor shall provide a toll-free end-user technical support number that Purchasing Entities can utilize for everyday minor troubleshooting. A Purchasing Entity must be able to obtain assistance during Normal Business Hours.
- Contractor(s) shall provide phone/technical support within two (2) hours of Purchasing Entity's request for assistance.

2) **Preventative Maintenance.** Contractor(s) 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.

3) **Equipment Performance**

- Equipment Downtime shall be computed from the time the Contractor is notified of Equipment failure until the time in which the Equipment is fully operational.
- Equipment Downtime due to lack of consumable Supplies is not acceptable.
- Contractor(s) shall guarantee that the fleet of Devices for each Purchasing Entity will be operational at least 96% of the time, during Normal Business Hours for Group A, Group B, Group C, and Group D.
- If any fleet of Devices fails to perform at the operation level specified in 4.5.3 (b)(iii)(3), then the Lemon Clause shall apply.
- Contractor(s) must provide daily communication to the Purchasing Entity regarding inoperable Equipment, including updates regarding resolution timeframe, and any parts, Accessories, or Devices on back-order.

4) **Loaner Equipment.** If any Device is inoperable for two (2) Business Days, due to Equipment malfunction, as reasonably determined by contractor, then contractor shall provide the Purchasing Entity with:

- A loaner Device of similar speed and capabilities until such time as the inoperable Device(s) are now operable; or
- 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.

5) **Repair Parts**

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

6) **Service Zones**

- Unless otherwise specified in a Participating Addendum, contractor(s) shall adhere to the following Service Call Response Times based on the distance that the 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
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- 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:
 - 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.
- Contractor(s) may charge different rates according to each Service Zone.

7) Service Logs

- Contractors shall maintain a Service log which describes the maintenance and repair Services provided for each Device.
- 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.

8) Equipment Relocation

- Equipment relocation Services include dismantling, packing, transporting, and re-installing Equipment.
- Contractor(s) may charge for this Service based on the following table:

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

*Contractor(s) 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 relocation’s. The price shall be agreed upon in writing by contractor and Purchasing Entity prior to any Equipment relocation in Zone 1.

- Contractor(s) may not charge for any fees incurred due to fuel or tolls.
- Moves must be performed within thirty (30) calendar days of the Purchasing Entity request. Request may be verbal or written, but contractor(s) 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(s) shall communicate with Purchasing Entity and agree on a mutually beneficial time-frame.

c. Meter Read Invoicing

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

- 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.
- 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.

d. **Service Level Calculations**

- 1) At the discretion of the Participating State or Entity, contractor(s) shall produce reports that can be measured against the required SLA components. Refer to Service Requirements, Reporting for reporting requirements.
- 2) 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.

e. **Reporting.** Contractor(s) 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.

- 1) The report shall include the following:
 - Up-time percentage (%) per fleet of Devices;
 - Number of Service Calls placed;
 - Response Time per Device;
 - Dates that Preventative Maintenance was performed, if applicable;
 - Hours of end-user training performed; and
 - Estimated end of Useful Life per Device, based on current usage.
- 2) The report may include, but not be limited to, the following:
 - Location of Devices;
 - Click usage per Device; and
 - EPEAT certification level of each Device.

5.3.4 **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(s) may not charge for the installation of the software upgrade.
- 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.

- f. Contractor(s) shall be responsible for communicating all updates, patches, and new releases/versions to Purchasing Entities.
- g. Contractor(s) 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.

5.4 Purchase, Lease, and Rental Programs

5.4.1 Contractor(s) may offer the following acquisition methods:

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

5.4.2 All Products on contractor’s Price List may be purchased, leased or rented, either as a packaged-deal, or stand-alone item.

5.4.3 Contractor(s) may also offer 72 and 84 month lease and rental rates for Group C Devices only.

5.4.4 Equipment Trade-In

- a. A Purchasing Entity shall have the option, at the contractor's sole discretion, and based upon Participating State or Entity regulations and laws, and Purchasing Entity policies, to do an Equipment Trade-In, when placing a purchase or lease.
- b. The value for the Equipment Trade-In shall be negotiated by the Purchasing Entity and the contractor, and shall not include any disposal or shipping fees.

5.4.5 Lease and Rental Rates

- a. Contractor(s) may elect to include property tax in lease rates, or contractor(s) may bill the Purchasing Entity separately for property tax.
- b. Once a Purchasing Entity enters into a lease or rental agreement, the rate must remain fixed throughout the Initial Lease or Rental Term.
- c. Equipment Payments for Renewal Terms must never exceed Master Agreement pricing.
- d. If a Purchasing Entity enters into a Renewal Term, then the Equipment Payment will be subject to the lease and rental rates listed in the most recent Price List(s) posted on the NASPO ValuePoint website.
- e. Contractor(s) 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, and must be the rate in effect at the end of each calendar quarter. Refer to <https://www.treasury.gov/resource-center/data-chart-center/interest-rates/Pages/TextView.aspx?data=yield> for additional information.
- f. 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 Equipment Payment. Proposed rates must include the following information:
 - 1) The Daily Treasury Yield Curve Rate;
 - 2) The date used for the Daily Treasury Yield Curve Rate;
 - 3) The fixed margin for each lease and rental type being proposed, and how that margin is determined; and

- 4) The methodology for determining the 48 month base rate since there is not a published Daily Treasury Yield Curve Rate for 4 years.
- g. Contractors 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.
- h. Contractors must offer Coterminal lease and rental rates to any Purchasing Entity wishing to add Products to an existing lease or rental agreement. The calculation for the Coterminal lease and rental rates must adhere to the following methodology: *For example:*
 - 1) A customer enters into a 36 month FMV Lease, and 12 months into that lease, the customer decides to add an Accessory to the Base Unit. The contractor(s) should divide the 36 month cumulative Equipment Payment by 24 months to arrive at the monthly Coterminal payment for that Accessory. That payment will then be added to the existing Equipment Payment. The new Total Monthly Payment must then be disclosed to the Purchasing Entity.

5.4.6 Leasing and Rental Overview

- a. All lease and rental programs shall remain with the contractor(s) or Authorized Dealers through an in-house leasing program, or through the financial branch or subsidiary of a contractor(s). In addition, contractor(s) and Authorized Dealers may use Third Party leasing companies, but all billing must be invoiced in the name of the contractor or Authorized Dealer, and all contractual obligations will still be the responsibility of the contractor.
- b. A Purchasing Entity may lease or rent Equipment pursuant to the terms and conditions identified herein.
- c. A Purchasing Entity that leases or rents Equipment may issue an Order, pursuant to the terms and conditions that are incorporated into this RFP and subsequent Master Agreement(s), and according to the requirements listed in the states' Participating Addendum, including, but not limited to, the issuance of contractor's Supplemental Documents, which shall be attached to the resulting Master Agreement(s) as an exhibit(s).
- d. Lease and rental agreements shall not be subject to automatic renewals.
- e. In the event that the term of a lease or rental agreement extends beyond the term of the Participating Addendum, the terms and conditions of the Master Agreement and Participating Addendum shall continue to apply.
- f. 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.
- g. With the exception of a Capital Lease arrangement, or unless exercising the purchase option on an FMV Lease, a Purchasing Entity shall return the Equipment 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 Equipment up, without any further financial obligations to the Purchasing Entity.
- h. Equipment pickups must be performed within thirty (30) calendar days of the end of the Initial or Renewal Term.
- i. Equipment returns must be performed within thirty (30) calendar days after the contractor or Authorized Dealer provides return shipping instructions to the Purchasing Entity.
- j. Contractors and/or Authorized Dealers shall be responsible for all Product pickup and return costs.
- k. The maximum term on any Initial Lease or Rental Term shall be 60 months, with the exception of Group C Devices, which, at the discretion of the Participating State or Entity, and upon availability of the contractor(s), shall have a maximum term of 84 months.

- l. 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 Equipment.
- m. All Renewal Terms shall be billed on a monthly basis.

5.4.7 Leasing and Rental Options

a. FMV Lease

- 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 and 84 month terms for Group C only, if provided by the contractor(s).
- 2) Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:
 - Exercise Purchasing Entity's purchase option;
 - Renew the lease on a month to month basis, or a 12 month basis, at the discretion of the Participating State or Entity; or
 - Return the Equipment to the contractor, or have the contractor pick the Equipment up.

5.4.8 Leasing and Rental Terms and Conditions

a. Possession and Return of Lease and Rental Equipment

- 1) The Purchasing Entity is responsible for risk of loss to the Products while the Products are in Purchasing Entity's possession. Purchasing Entity shall be relieved of all risks of loss or damage to the Products during periods of transportation and de-installation.
 - 2) Contractor or Authorized Dealer must notify a Purchasing Entity, in writing, of the Purchasing Entity's End of Term (EOT) options at least sixty (60) to ninety (90) days prior to the end of any Initial Lease or Rental Term. Such notification may include, but not be limited to, the following:
 - Any acquisition or return options, based on the type of lease or rental agreement;
 - Any renewal options, if applicable; and/or
 - Hard drive removal and surrender cost, if applicable.
 - 3) 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 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 Equipment, the Initial Lease or Rental Term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged, unless otherwise specified in a Participating Addendum.
 - 4) If the Purchasing Entity does not exercise the purchase or renewal option, it will immediately make the Product available to contractor in as good of condition as when Purchasing Entity received it, except for ordinary wear and tear.
- b. **Payment.** The first scheduled payment (as specified in the applicable Order), will be due following the Acceptance of the Products, 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.

- c. **Buyout to Keep Option.** A Purchasing Entity must notify the contractor or Authorized Dealer, in writing, at least thirty (30) days in advance, if the Purchasing Entity wishes to exercise the Buyout to Keep option on an FMV or Capital Lease.
- d. **Buyout to Return Option.** A Purchasing Entity must notify the contractor or Authorized Dealer, in writing, at least thirty (30) days in advance, if the Purchasing Entity wish to exercise the Buyout to Return option on an FMV, Capital or Straight Lease, and return the Equipment to the contractor in good working condition (ordinary wear and tear excepted).
- e. **Equipment Upgrade or Downgrade.** A Purchasing Entity may do an Equipment 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 Equipment Upgrade or Downgrade, but at no time shall the total cost of the Equipment Upgrade or Downgrade be less than the remaining stream of Equipment Payments.
- f. **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.
- g. **Assignment**
 - 1) Purchasing Entity has no right to sell, transfer, encumber, sublet or assign the Product or any lease or rental agreement without contractor's prior written consent (which consent shall not be unreasonably withheld).
 - 2) Purchasing Entity agrees that contractor may not sell or assign any portion of contractor's interests in the Product 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.
 - 3) No assignment to an Assignee will release contractor from any obligations contractor may have to Purchasing Entity.
- h. **Early Termination Charges**
 - 1) Except in the case of Non-appropriation of funds, FMV, Capital, Straight Leases and Short-term Rentals shall be subject to an early termination charge, and shall involve the return of the Equipment (in good working condition; ordinary wear and tear excepted) by the Purchasing Entity to the contractor. With respect to the Equipment, the termination charge shall not exceed the balance of remaining Equipment 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.
 - 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.
- i. **Default.** Each of the following is a "default" under these lease and rental terms:
 - 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;
 - 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;

- 3) Purchasing Entity or any guarantor makes an assignment for the benefit of creditors;
 - 4) Any guarantor dies, stops doing business as a going concern, or transfers all or substantially all of such guarantor's assets; or
 - 5) Purchasing Entity stops doing business as a going concern or transfers all or substantially all of Purchasing Entity's assets.
- j. **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:
- 1) Cancel or terminate any or all Orders, and/or any or all other agreements that contractor has entered into with Purchasing Entity;
 - 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:
 - All past due payments and all other amounts payable under the lease or rental agreement;
 - 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
 - Require Purchasing Entity to deliver the Product to contractor per mutual arrangements.

5.5 Equipment Demonstration Requirements

- 5.5.1 Contractor(s) must offer trial or demonstration Equipment for Group A, Group B, and if requested by the Purchasing Entity, Group C, Group D, Group E, and Group F.
- 5.5.2 Trial or demonstration Equipment may be new or used; however, no used, Remanufactured, or Refurbished Devices shall be converted to a purchase, lease, or rental.
- 5.5.3 At the discretion of the Participating State or Entity, and upon request by a Purchasing Entity, showroom Equipment for Groups A, B, and C may be converted to a purchase, lease, or rental 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);
 - b. The meter count on Group C Devices does not exceed 50,000 copies total (i.e. b&w and color combined);
 - c. The Device must be discounted by at least 5% off of the Master Agreement pricing for that same Device; and
 - d. The Purchasing Entity and the contractor indicate on the Order that the Device is a showroom model.
- 5.5.4 Any trial or demonstration period shall not exceed thirty (30) calendar days.

5.6 Ordering and Invoicing Specifications

- 5.6.1 The Product invoice shall contain, at a minimum:
- a. Name of Purchasing Entity;

- b. The name, phone number, and address of Purchasing Entity representative;
 - c. Order date;
 - d. Description of the Product and/or Service ordered;
 - e. Model number;
 - f. Serial number;
 - g. Price;
 - h. The Master Agreement number; and
 - i. Any additional information required by the Participating State or Entity.
- 5.6.2 Contractor(s) shall have the ability to accept procurement credit cards, and will not assess any additional charges or fees for processing payments via this method.
- 5.6.3 At the discretion of the Participating State or Entity, contractor(s) shall have the ability to provide a centralized billing option.
- 5.6.4 Authorized Dealers shall have the ability to invoice a Purchasing Entity directly, unless otherwise specified by a Participating State or Entity.
- 5.6.5 Contractor(s) and/or Authorized Dealers shall not issue an invoice until the Purchasing Entity has confirmed Acceptance, per Inspection and Acceptance.
- 5.6.6 Contractor(s) 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.
- 5.6.7 Contractor(s) and/or Authorized Dealers may estimate meter reads if a Purchasing Entity fails to submit the required information within the specified time-frame.
- 5.6.8 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.
- 5.6.9 Contractor(s) and/or Authorized Dealers may ~~shall~~ bill property tax separately or as otherwise indicated in a Participating Addendum or an Order.
- 5.6.10 Contractor(s) and/or Authorized Dealers shall have a process in place for resolving disputed invoices, including escalation procedures. In addition, contractor(s) 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.
- 5.6.11 **Internet-based Portal and Electronic Catalogs.** If contractor(s) provide the ability to place an Order through an internet-based portal or electronic catalog, then contractor(s) shall maintain all necessary hardware, software, backup-capacity and network connections required to operate that internet-based portal or electronic catalog. In addition, contractor(s) shall adhere to the following requirements:
- a. 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;
 - b. All Environmentally Preferable Products (EPP) shall be clearly listed;
 - c. If the contractor(s) electronic catalog will either be hosted on or accessed through the Participating State's eCommerce system, then contractor(s) 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;

- d. 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
- e. Paper catalogs or catalogs on other digital media must be supplied to the Participating State or Entity upon request.

5.6.12 Substitutions are not allowed. 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.

5.7 **Delivery Requirements**

5.7.1 All deliveries must be FOB Destination; freight prepaid by the contractor, to the Purchasing Entity's specified location, unless specified otherwise in a Participating Addendum.

5.7.2 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.

5.7.3 Equipment shall be delivered within thirty (30) calendar days after receipt of Order, unless otherwise specified by the Purchasing Entity.

5.7.4 Software related to the Device must be installed within five (5) Business Days of the Device installation, or as otherwise stated in an Order.

5.7.5 All deliveries shall be made during Normal Business Hours, which may vary for each Purchasing Entity of each Participating State.

5.7.6 It shall be the responsibility of the contractor to be aware of the delivery days and receiving hours for each Purchasing Entity.

5.7.7 The Purchasing Entity shall not be responsible for any additional charges, should the contractor fail to observe specific delivery days and receiving hours.

5.7.8 The delivery days and delivery hours shall be established by each individual Purchasing Entity upon Order placement.

5.7.9 All deliveries, with the exception of drop-shipped or desktop Products, 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.

5.7.10 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.

5.7.11 Packages that cannot be clearly identified may be refused and/or returned at no cost to the Purchasing Entity.

5.8 **Equipment Installation Requirements**

5.8.1 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:

- a. Air conditioning;
- b. Electrical;
- c. Special grounding;
- d. Cabling;
- e. Space;
- f. Humidity and temperature limits; and
- g. Other considerations critical to the installation.

- 5.8.2 The Purchasing Entity shall be responsible for furnishing and installing any special wiring or dedicated lines.
- 5.8.3 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.
- 5.8.4 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.
- 5.8.5 Contractor(s) 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.
- 5.8.6 Contractor(s) 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 Equipment.
- 5.8.7 Contractor(s) shall clean-up and remove all debris and rubbish resulting from the contractor's 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.

5.9 **Inspection and Acceptance**

- 5.9.1 Purchasing Entity shall confirm delivery, installation and Acceptance of all Products covered by each purchase, lease, or rental Order, by signing a Delivery and Acceptance Certificate (D&A), as referenced in **Exhibit G (D&A Certificate)**, which shows Acceptance of the Product(s) and allows contractor to invoice for the Products(s).
- 5.9.2 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 Product is installed, or as otherwise stated in a Participating Addendum.
- 5.9.3 Failure to sign the D&A or reject the Product(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 Products 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 Product(s) rejected and returned, or for which Acceptance is revoked.
- 5.9.4 Contractor shall have exclusive title to the Products being delivered and the Products shall be free and clear of all liens, encumbrances, and security interests. Title to the Device shall only pass to the Purchasing Entity upon:

- a. Purchasing Entity up-front purchase of the Device;
- 5.9.5 Purchasing Entity exercising the purchase option at the end of an FMV Lease;
- 5.9.6 Upon expiration of a Purchasing Entity's Capital Lease; or
- 5.9.7 Purchasing Entity has secured Third Party financing and payment is being made directly to the contractor by the Purchasing Entity.
- 5.10 **Security Requirements**
 - 5.10.1 Network and Data Security
 - 5.10.2 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 the implementation must be conveyed by contractor(s) prior to Order placement.
 - a. Contractor(s) 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.
 - b. Contractor(s) 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.
 - 5.10.3 **Sensitive Information.** Sensitive information that is contained in any Legacy Equipment 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 the Participating Addendum.
 - 5.10.4 **Data Breach.** Contractor shall have an incident response process that follows National Institute of Standards and Technology (NIST) standards as referenced in **Exhibit E (NIST Computer Security Incident Handling Guide)** and includes, at a minimum, breach detection, breach notification, and breach response.
 - 5.10.5 **Authentication and Access**
 - a. 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.
 - b. Any network connected Device must have the ability to connect via Dynamic Host Configuration Protocol (DHCP) or Static IP address.
 - c. The credential information for any remote authentication method may not be maintained within the Device's memory.
 - 5.10.6 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 Equipment installation.
 - 5.10.7 **Hard Drive Removal and Surrender**
 - a. 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 leaves the Purchasing Entity's possession; or
 - b. 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.
 - 5.10.8 If the contractor takes possession of any Device at a Purchasing Entity's location, then the contractor 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.

- a. Hard drive sanitation shall be at no expense to the Purchasing Entity; however, contractor(s) may charge the Purchasing Entity a fee if the Purchasing Entity elects to keep the hard drive in the Purchasing Entity's possession. contractor(s) must disclose the price for removal and surrender of the hard drive, prior to Order placement.
- b. If the hard drive is not removable, or the Device does not contain a hard drive, then contractor(s) must convey this to the Purchasing Entity at the time of Order placement. In the case of a non-removable hard drive, 4.13.5 (a) shall apply.
- c. If a contractor is removing another Manufacturer's Equipment, the contractor is not permitted to remove the hard drive. Only the Manufacturer or Authorized Dealers shall remove hard drives in the manufacturer's own Devices. contractor shall work with the Manufacturer to ensure the requirements pursuant to this Subsection are met.

5.11 Warranty Requirements

- 5.11.1 The Warranty period shall begin upon Acceptance of the Products, and shall be for a minimum of ninety (90) days for purchase, lease and rental Equipment.
- 5.11.2 Devices that are sold under the resulting Master Agreement(s) will come with the standard features as published on the Manufacturers website, and will not deviate from the stated specifications.
- 5.11.3 Products shall be in good working order, free from any defects in material and workmanship, and fit for the ordinary purposes the products are intended to serve.
- 5.11.4 If defects are identified, per mutual agreement of contractor and the Purchasing Entity, contractor's obligations shall be limited solely to the repair or replacement of Products proven to be defective upon inspection.
- 5.11.5 Replacement of Products shall be on a like-for-like basis and shall be at no cost to the Purchasing Entity.
- 5.11.6 Repair of defective parts and/or Devices shall be at no cost to the Purchasing Entity.
- 5.11.7 Upon significant failure of a Product, the warranty period shall commence again for the same amount of time as specified in 4.14.1. Significant failure shall be determined by the Participating State.
- 5.11.8 Contractor(s) warranty obligations shall not apply if:
 - a. The Product is installed, wired, modified, altered, or serviced by anyone other than contractor and/or the Authorized Dealer;
 - b. If a defective or non-Awarded Vendor authorized Accessory, Supply, software, or part is attached to, or used in the Device; and
 - c. The Device is relocated to any place where contractor Services are not available.
- 5.11.9 Contractor(s) agree to perform its Services in a professional manner, consistent with applicable industry standards.
- 5.11.10 It will be at the discretion of each Participating State or Entity to negotiate additional warranty requirements with the contractor(s).

5.12 Lemon Clause

- a. This clause shall apply to all Devices that are purchased, leased, or rented under the contractor(s) Master Agreement(s).

- b. This clause shall not apply if Supplies are used in the Devices that were not manufactured, provided, or authorized by the contractor(s).
- c. The application period is thirty-six (36) months from the date of Acceptance.
- d. This clause shall take precedence over any other warranty or Services clauses associated with the contractor(s) Master Agreement(s), or as specified by a Participating State or Entity in the Participating Addendum.
- e. 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.
- f. 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.