

# Solicitation MP11015

## Digital Print and Copy Services for WSCA Contract

State of Utah



State of Utah

# Bid MP11015

## Digital Print and Copy Services for WSCA Contract

Bid Number MP11015  
Bid Title Digital Print and Copy Services for WSCA Contract

Bid Start Date Oct 27, 2010 5:48:55 PM MDT  
Bid End Date Dec 6, 2010 8:00:00 AM MST  
Question & Answer End Date Nov 17, 2010 5:00:00 PM MST

Bid Contact Mark R Parry  
Purchasing Agent  
DAS-Purchasing and General Services  
mparry@utah.gov

Contract Duration 3 years  
Contract Renewal 2 annual renewals  
Prices Good for 1 year  
Pre-Bid Conference Nov 10, 2010 1:00:00 PM MST  
Attendance is optional

Location: A pre-proposal conference will be held on November 10, 2010 beginning at 1:00 PM in Room 4112, Utah State Office Building, Capitol Hill, Salt Lake City Utah. Attendance at the conference is highly recommended but is not a prerequisite for submission of a proposal.

Bid Comments You are instructed to pay special attention to the RFP language regarding the information to be submitted with your proposal and the format of that information. Evaluation of the proposals received will be in accordance with the evaluation criteria contained herein. Pricing is not the only evaluation factor.  
ALL questions concerning this solicitation must be submitted through the BidSync system. Only answers issued through the BidSync system or issued via an authorized and properly issued addendum shall be the official position of the State.  
Any modification to this procurement effort shall be made by addendum issued by the State Division of Purchasing. Only authorized and properly issued addenda shall constitute the official position of the State and shall be binding.  
Anyone submitting a response to this solicitation, with basis in or other communication or information received from sources other than through official addendum, assumes full risk including the possibility of a determination of non-responsiveness and may be rejected at the sole discretion of the State.  
Responses submitted in Bid Sync are completely secure. NO ONE can see them until after the solicitation deadline. Therefore you do not have to wait until the last minute to submit; and you may change your submission any time until the solicitation closes. If you have not completed the submission by the deadline, BidSync will reject your submission. Please plan well.

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Please see "MP11015- Digital Print and Copy Services" - specifications document for details on specifications, codes, Scope of Work, rules, and other VERY IMPORTANT information.  
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If you have any trouble submitting your response or attaching documents in the BidSync System, please contact Vendor Customer Support at (801) 765-9245.  
Added on Nov 22, 2010:

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Addendum 1: P. 4 of 48 has been revised. Please replace this page with document "MP11015- Addendum 1- Warranty Line"

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Addendum 2: P.13 of 48 has been revised to reflect the State of Oregon's inability to participate at this time. Please replace original page with document "MP11015- Addendum 2- Oregon Removal"

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Addendum 3: For entities proposing to service the State of Utah, please refer to document

"MP11015- Addendum 3- SL County Exclusion" for information on restrictions for Salt Lake County.

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Addendum 4: Document "Vermont- Additional TC.pdf" has been revised to reflect corrected information. Previous version has been replaced in its entirety with the current posted version.

Added on Nov 29, 2010:

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Addendum 5: IMPORTANT NOTICE!!!- Ending Date for this RFP has been extended to Monday December 6, 2010 at 8:00 AM .

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Changes made on Nov 22, 2010 5:36:48 PM MST

New Documents      MP11015- Addendum 1- Warranty Line.doc  
MP11015- Addendum 2- Oregon Removal.doc  
MP11015- Addendum 3- SL County Exclusion.doc  
Vermont- Additional TC- revised.pdf

Removed Documents    Vermont- Additional TC.pdf

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Changes made on Nov 29, 2010 12:44:51 PM MST

Previous End Date    Dec 1, 2010 5:00:00 PM MST                      New End Date    Dec 6, 2010 8:00:00 AM MST

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Item Response Form

Item                      MP11015-1-01 - Digital Print and Copy Services for WSCA Contract

Quantity                1 lot

Unit Price             

Delivery Location     State of Utah  
No Location Specified

Qty 1

**Description**

The State of Utah, Division of Purchasing and General Services, on behalf of the Western States Contracting Alliance (WSCA), is requesting proposals for the providing of Digital Print and Copy Services. Submit bids on attached bid sheets.

# STATE OF UTAH



## **SOLICITATION NO. MP11015**

Digital Print and Copy Services for WSCA Contract

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RESPONSES DUE NO LATER THAN:

Dec 6, 2010 8:00:00 AM MST

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RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:

[www.bidsync.com](http://www.bidsync.com)

RESPONSES MAY BE MAILED OR DELIVERED TO:

State of Utah  
Division of Purchasing  
3150 State Office Building, Capitol Hill  
Salt Lake City, Utah 84114-1061

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# State of Utah Request for Proposal State Cooperative Contract

Legal Company Name (include d/b/a if applicable) <input style="width: 95%;" type="text"/>		Federal Tax Identification Number <input style="width: 95%;" type="text"/>		State of Utah Sales Tax ID Number <input style="width: 95%;" type="text"/>	
Ordering Address <input style="width: 95%;" type="text"/>			City <input style="width: 95%;" type="text"/>		State <input style="width: 95%;" type="text"/>
Remittance Address (if different from ordering address) <input style="width: 95%;" type="text"/>			City <input style="width: 95%;" type="text"/>		Zip Code <input style="width: 95%;" type="text"/>
Type <input type="radio"/> Corporation <input type="radio"/> Partnership <input type="radio"/> Proprietorship <input type="radio"/> Government			Company Contact Person <input style="width: 95%;" type="text"/>		
Telephone Number (include area code) <input style="width: 95%;" type="text"/>		Fax Number (include area code) <input style="width: 95%;" type="text"/>		Email Address <input style="width: 95%;" type="text"/>	
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered) <input style="width: 95%;" type="text"/>			Days Required for Delivery After Receipt of Order (see attached for any required minimums) <input style="width: 95%;" type="text"/>		
Brand/Trade Name <input style="width: 95%;" type="text"/>			Price Guarantee Period (see attached specifications for any required minimums) <input style="width: 95%;" type="text"/>		
Minimum Order <input style="width: 95%;" type="text"/>			Company's Internet Web Address <input style="width: 95%;" type="text"/>		
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes <input type="radio"/> No <input type="radio"/> . If no, enter where produced, etc. <input style="width: 95%;" type="text"/>					
Offeror=s Authorized Representative=s Signature <input style="width: 95%;" type="text"/>				Print or type name and title <input style="width: 95%;" type="text"/>	
				Date <input style="width: 95%;" type="text"/>	
State of Utah Division of Purchasing Approval <input style="width: 95%;" type="text"/>				Date <input style="width: 95%;" type="text"/>	
Kent Beers, Director				Contract Number <input style="width: 95%;" type="text"/>	

Note: When approved and signed by the State Director of Purchasing, this document becomes the contract.

## NOTICE

When submitting a response (proposal, quote or bid) electronically through BidSync, it is the sole responsibility of the supplier to ensure that the response is received by BidSync prior to the closing date and time. Each of the following steps in BidSync MUST be completed in order to place an offer:

- A. Login to [www.bidsync.com](http://www.bidsync.com);
- B. Locate the bid (solicitation) to which you are responding;
  - a. Click the "Search" tab on the top left of the page;
  - b. Enter keyword or bid (solicitation) number and click "Search";
- C. Click on the "Bid title/description" to open the Bid (solicitation) Information Page;
- D. "View and Accept" all documents in the document section;
- E. Select "Place Offer" found at the bottom of the page;
- F. Enter your pricing, notes, other required information and upload attachments to this page;
- G. Click "Submit" at the bottom of the page;
- H. Review Offer(s); and
- I. Enter your password and click "Confirm".

Note that the final step in submitting a response involves the supplier's acknowledgement that the information and documents entered into the BidSync system are accurate and represent the supplier's actual proposal, quote or bid. This acknowledgement is registered in BidSync when the supplier clicks "Confirm". BidSync will post a notice that the offer has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted.

Be aware that entering information and uploading documents into BidSync may take considerable time. Please allow sufficient time to complete the online forms and upload documents. Suppliers should not wait until the last minute to submit a response. It is recommended that suppliers submit responses a minimum of 24 hours prior to the closing deadline. The deadline for submitting information and documents will end at the closing time indicated in the solicitation. All information and documents must be fully entered, uploaded, acknowledged (Confirm) and recorded into BidSync before the closing time or the system will stop the process and the response will be considered late and will not be accepted.

Responses submitted in BidSync are completely secure. No one (including state purchasing staff) can see responses until after the deadline. Suppliers may modify or change their response at any time prior to the closing deadline. However, all modifications or changes must be completed and acknowledged (Confirm) in the BidSync system prior to the deadline. BidSync will post a notice that the modification/change (new offer) has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted.

Utah Code 46-4-402(2) Unless otherwise agreed between a sender (supplier) and the recipient (State Purchasing), an electronic record is received when: (a) it enters an information processing system that the recipient has designated or uses for the purpose of receiving electronic records or information of the type sent and from which the recipient is able to retrieve the electronic record; and (b) it is in a form capable of being processed by that system.

**REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS  
STATE COOPERATIVE CONTRACT**

**1. SUBMITTING THE PROPOSAL:** (a) The Utah Division of Purchasing and General Services (DIVISION) prefers that proposals be submitted electronically. Electronic proposals may be submitted through a secure mailbox at BidSync (formerly RFP Depot, LLC) ([www.bidsync.com](http://www.bidsync.com)) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their proposal reaches BidSync before the closing date and time. There is no cost to the supplier to submit Utah's electronic proposals via BidSync. (b) Electronic proposals may require the uploading of electronic attachments. The submission of attachments containing embedded documents is prohibited. All documents should be attached as separate files. (c) If the supplier chooses to submit the proposal directly to the DIVISION in writing: The proposal must be signed in ink, sealed, and delivered to the Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." The "Solicitation Number" and "Due Date" must appear on the outside of the envelope. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item offered. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing offer. Unit price will govern, if there is an error in the extension. Written offers will be considered only if it is submitted on the forms provided by the DIVISION. (d) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-209. (e) Facsimile transmission of proposals to DIVISION will not be considered.

**2. PROPOSAL PREPARATION:** (a) Delivery time of products and services is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the DIVISION. If the supplier lists a trade name and/or catalog number in the offer, the DIVISION will assume the item meets the specifications unless the offer clearly states it is an alternate, and describes specifically how it differs from the item specified. All offers must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) Incomplete proposals may be rejected. (d) Where applicable, all proposals must include complete manufacturer's descriptive literature. (e) By submitting the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct. (f) This proposal may not be withdrawn for a period of 60 days from the due date.

**3. FREIGHT COST:** Suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.

**4. SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents. Bidders are cautioned not to consider verbal modifications.

**5. PROTECTED INFORMATION:** Suppliers are required to mark any specific information contained in their offer which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the offer. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at: <http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc> with a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the DIVISION and may be returned only at the DIVISION's option.

**6. BEST AND FINAL OFFERS:** Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

**7. SAMPLES:** Samples of item(s) specified in this offer, brochures, etc., when required by the DIVISION, must be furnished free of expense to the DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

**8. AWARD OF CONTRACT:** (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible offeror whose proposal is determined to be the most advantageous to the DIVISION, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-408. (b) The DIVISION may accept any item or group of items, or overall best offer. The DIVISION can reject any or all proposals, and it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the DIVISION. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. During the evaluation process, proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. Following the award decision, all proposals become public information except for protected information (see number 5 above). A register of proposals and contract awards are posted at <http://purchasing.utah.gov/vendor/bidtab.html>. (e) Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (f) Utah has a reciprocal preference law which will be applied against offerors offering products or services produced in states which discriminate against Utah products. For details see Section 63G-6-404 and 63G-6-405, Utah Code Annotated. (g) Multiple contracts may be awarded if the DIVISION determines it would be in its best interest.

**9. DIVISION APPROVAL:** Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

**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 this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the DIVISION.

**11. ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

**12. GOVERNING LAWS AND REGULATIONS:** All State purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board. These are available on the Internet at [www.purchasing.utah.gov](http://www.purchasing.utah.gov). By submitting a bid or offer, the bidder/offeror warrants that the bidder/offeror and any and all supplies, services equipment, and construction purchased by the State shall comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.

**13. SALES TAX ID NUMBER:** Utah Code Annotated (UCA) 59-12-106 requires anyone filing a bid with the state for the sale of tangible personal property or any other taxable transaction under UCA 59-12-103(1) to include their Utah sales tax license number with their bid. For information regarding a Utah sales tax license see the Utah State Tax Commission's website at [www.tax.utah.gov/sales](http://www.tax.utah.gov/sales). The Tax Commission is located at 210 North 1950 West, Salt Lake City, UT 84134, and can be reached by phone at (801) 297-2200.

(Revision Date: 13 JULY 2010 - RFP Instructions)

**REQUEST FOR PROPOSAL**

**Multi-State Contract for Digital Print and Copy Services  
Solicitation No. MP11015**

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**The State of Utah  
Division of Purchasing and General Services  
And**



**REQUEST FOR PROPOSALS  
For  
Multi-State Contract for  
Digital Print and Copy Services**

**Request for Proposal No. MP11015**

**Release Date: October 27, 2010  
Deadline for Submission and Opening Date and Time: December 1, 2010 5:00 P.M. (MST)**

For additional information, please contact:  
Mark Parry, Purchasing Agent  
mparry@utah.gov

## REQUEST FOR PROPOSAL

Multi-State Contract for Digital Print and Copy Services  
Solicitation No. MP11015**Table of Contents**

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**ADDITIONAL TERMS AND CONDITIONS**

## REQUEST FOR PROPOSAL

Multi-State Contract for Digital Print and Copy Services  
Solicitation No. MP11015

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**REQUEST FOR PROPOSAL**  
**Multi-State Contract for**  
**Digital Print and Copy Services**  
**Solicitation # MP11015**

A Request for Proposal (RFP) process is different from an Invitation to Bid. The State of Utah expects proposers to propose creative, competitive solutions to the stated problem or need. Proposers may take exception to any section of the RFP. Exceptions should be clearly stated and will be considered during the evaluation process. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State.

## Section I. INTRODUCTION

### A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The State of Utah, Division of Purchasing and General Services, on behalf of the Western States Contracting Alliance (WSCA), is requesting proposals for the providing of Digital Print and Copy Services.

The objective of this RFP is to obtain deeper volume price discounts than are obtainable by an individual state or local government entity. These discounts are based on the collective volume of potential purchases by the numerous state and local government entities. The savings realized by the contractor in managing one comprehensive WSCA Master Price Agreement rather than numerous state and local contracts should result in the most attractive discounts available in the marketplace.

This solicitation will establish contracts such that participating purchasing entities may order a broad range of digital print and copy services as appropriate for their needs. The services resulting from these contracts would be available to all state entities, cities, counties and political subdivisions on an as needed basis under the same pricing and terms and conditions agreed to in these contracts. The State of Utah is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.

This solicitation contemplates a multi-state scope and may result in limited multiple awards. The determining factors in award will include but not be limited to the following:

- Pricing
- Range of services offered
- Scope of geographical coverage offered
- Proposer's capability to meet demand within the proposed geographical area
- The favorability of the terms under which the proposer will do business
- Other proposer programs, capabilities, and product characteristics judged to provide additional value or administrative pricing savings to the Participating States.

**REQUEST FOR PROPOSAL****Multi-State Contract for Digital Print and Copy Services  
Solicitation No. MP11015**

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While the primary purpose of this solicitation is to select a proposer(s) who can offer the services for all Participating States, proposers are permitted to propose on more limited geographical areas, however, not less than one full Participating State. Proposers must clearly describe the geographical limits (e.g. by State name) if proposing a geographical area less than that of all Participating States. If a Proposer elects to submit a Proposal for a single State, then the Proposer will not be allowed to add additional States following award or at any time during the term of the contract or any renewals.

A Participating State may evaluate and select a proposer for award in more limited geographical areas where judged to be in the best interests of the State or States involved. Administration of any such award(s) will be done by the Participating State(s) involved unless the awarded contract includes the Lead State in its geographical area.

WSCA, Participating States, and Purchasing Entities reserve the right to competitively solicit for additional sources for commodities during the contract term, where deemed to be in the best interests of the State(s) or entities involved. Further, Participating States may have existing awards for commodities within the scope of this solicitation.

Any Participating State reserves the right to award partial commodity categories or not participate in the award if deemed to not be in the best interests of that State.

Use of any resultant contract(s) may be permissive in whole or part in some Participating States or the entire award may be mandatory for a Participating State. Each State shall address this issue on their participating addendum.

This RFP is designed to provide interested proposers with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Proposers are at liberty, and are encouraged, to expand upon the specifications to evidence service and capability under any agreement.

**B. SUMMARY SCOPE OF WORK**

The scope of procurement includes digital print and copy services as listed in **ATTACHMENT 1– Pricing Proposal**.

Selected contractors shall accept orders from, and deliver services to approved purchasing entities. Contractors are required to offer warranty on services provided under these agreements, as well as technical support services.

**C. CONTRACT TERM**

The price agreement(s) shall become effective on or about January 1, 2011 for a term of **36 months**. The State of Utah reserves the option of extending the agreement(s) on an annual basis for **two (2) additional 12-month terms, or portions thereof**.

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## REQUEST FOR PROPOSAL

Multi-State Contract for Digital Print and Copy Services  
Solicitation No. MP11015

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**D. ISSUING OFFICE AND SOLICITATION REFERENCE NUMBER**

The State of Utah, Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it. The reference number for this Solicitation is #MP11015. This number must be referenced on all proposals, correspondence, and documentation relating to this RFP.

**E. PROCUREMENT MANAGER**

The Procurement Manager (and subsequent Contract Manager) designated by WSCA and the State of Utah, Division of Purchasing and General Services who is responsible for the conduct of this procurement is:

Mark R. Parry  
State of Utah, Division of Purchasing and General Services  
3150 State Office Building, Capitol Hill  
Salt Lake City, UT 84114-1061  
mparry@utah.gov

**All inquiries or requests regarding this procurement shall be submitted to the Procurement Manager in writing. Proposers may contact ONLY the Procurement Manager regarding the procurement.**

Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective proposers or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal. **This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.**

**F. WSCA BACKGROUND INFORMATION**

The Western States Contracting Alliance (WSCA) is a cooperative group-contracting consortium for state government departments, institutions, institutions of higher education, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.,) for the States of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming. WSCA is a subset of the National Association of State Procurement Officials (NASPO). NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States.

The Price Agreement(s) resulting from this procurement may be used by WSCA member states and their political subdivisions (such as city and county government, and public and institutions of higher education). WSCA price agreements, including the Master Price Agreement(s) resulting from this RFP, may be used by any of the other 35 states and the

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**REQUEST FOR PROPOSAL**

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District of Columbia with authorization from the WSCA directors and subject to approval of the individual state procurement director and local statutory provisions.

## REQUEST FOR PROPOSAL

Multi-State Contract for Digital Print and Copy Services  
Solicitation No. MP11015

## Section II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, the description of the major procurement events and the conditions governing the procurement.

### A. SCHEDULE OF EVENTS

The Schedule of Events is as follows, with all times listed in Mountain Daylight Time. These dates represent a tentative schedule of events. The Procurement Manager reserves the right to revise the timeline as necessary.

<i>TASK</i>	<i>DATE/TIME</i>
Pre-Proposal Conference:	November 10, 2010 1:00 PM
Question Deadline:	November 17, 2010 5:00 PM
<b>Deadline for Submission of Proposals</b>	<b>December 1, 2010 5:00 PM</b>

### B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events.

#### 1. Pre-Proposal Conference (non-mandatory)

**A pre-proposal conference will be held on November 10, 2010 beginning at 1:00 PM in Room 4112, Utah State Office Building, Capitol Hill, Salt Lake City Utah.**

Attendance at the conference is highly recommended but is not a prerequisite for submission of a proposal.

Potential proposers are strongly encouraged to submit written questions in advance of the conference to the Procurement Manager through BidSync. The identity of the organization submitting the question(s) will not be revealed. A public log will be kept of the names of potential proposers that attend the pre-proposal conference.

#### 2. Question Deadline

Potential proposers may submit questions until 5:00 P.M. on the date indicated above.

**All questions must be submitted to the Procurement Manager through BidSync.**

Responses to questions will be posted at least a week before proposal deadline.

Responses to questions, and any RFP amendments, will be distributed via BidSync to all potential proposers that have registered with BidSync.

## REQUEST FOR PROPOSAL

Multi-State Contract for Digital Print and Copy Services  
Solicitation No. MP11015**3. Deadline for Submission of Proposals**

**All proposals MUST be received NO LATER THAN THE TIME AND DATE INDICATED. Proposals received after this deadline will not be accepted.** The date and time of receipt will be recorded on each proposal.

A public log will be kept of vendor submitted proposals. Contents of any proposal shall not be disclosed to competing proposers prior to award.

**C. GENERAL REQUIREMENTS**

This section contains the minimum requirements that must be met in order to be considered for the evaluation phase. All of the items described in this section are non-negotiable. All proposers, which include their authorized dealers, must state their willingness and ability to satisfy these requirements in the proposal submitted for consideration. Reference to contractor refers to the manufacturer and their authorized dealers including any employee, consultant, sub-contractor, or representative thereof.

**1. Proposal Submission**

Offers MUST be received by the posted due date and time.

**Proposals received after the deadline will not be accepted.**

Proposals must be submitted electronically through BidSync. Please allow sufficient time to complete the online forms and upload documents. The time for submitting your response will end at the closing time listed in the RFP. If you are in the middle of uploading your documents at the closing time, the system will stop the process and your offer will not be received by the system. It is recommended that the submission process be completed the day prior to the due date, with the knowledge that any changes/updates will be accepted through the due date and time.

BidSync's site will accept a wide variety of document types as attachments. However, the submission of documents containing embedded documents (zip files), mov, wmp, and mp3 files are prohibited. All documents should be attached as separate files.

BidSync customer support may be contacted at (800) 990-9339 for guidance on the BidSync site.

**2. Length of Contract**

The Contract resulting from this RFP will be for an **initial period of three (3) years**. The contract may be extended beyond the original contract period for **two (2) additional 12-month terms, or portions thereof**, on a year by year basis at the State's discretion and by mutual agreement and upon review of current market conditions and

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contractor performance.

### 3. Price Guarantee Period

All pricing must be guaranteed for the **first year of the contract**. Following the first year, any request for price adjustment must be for an equal guarantee period, and must be made at least 60 days prior to the effective date. Requests for price adjustment must be mutually agreed upon by both WSCA and the contractor(s) and include conclusive evidence of a need for a price change is substantiated by the Producer Price Index, Consumer Price Index or similar pricing guide.

Any adjustment or amendment to the contract will not be effective unless approved by the State of Utah Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount. No retroactive price adjustments will be allowed.

### 4. Quarterly Reports

All contractors will be required to provide quarterly usage reports to the contract manager. Initiation and submission of the quarterly reports are to be the responsibility of the contractor without prompting or notification by the contract manager.

Quarterly reports must coincide with the quarters in the fiscal year as outlined below:

**Quarter #1:** July 1 through September 30, due annually by October 30.

**Quarter #2:** October 1 through December 31, due annually by January 30.

**Quarter #3:** January 1 through March 31, due annually by April 30.

**Quarter #4:** April 1 through June 30, due annually by July 30.

Proposers shall identify below the person responsible for providing the mandatory usage reports: (This information must be kept current during the contract period)

NAME:	
MAILING ADDRESS:	
TELEPHONE #:	
FAX NUMBER:	
EMAIL ADDRESS:	

The purpose of the contract usage reporting requirement is to aid in contract management; specific report content scope and format requirements will be provided to the awarded contractors during contract signing. Failure to comply with this requirement may result in contract cancellation.

Some Participating States may require additional reporting requirements. Those requirements can be addressed through the individual states Participating Addendum.

**REQUEST FOR PROPOSAL****Multi-State Contract for Digital Print and Copy Services  
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The successful proposer will remit to WSCA an Administration Fee in the amount of one half of one percent (.5%) of the total sales from this contract, in accordance with the terms and conditions of the contract. The WSCA administration fee shall be submitted quarterly and is based on sales of products and services. The WSCA administration fee is not negotiable.

The WSCA Administrative fee is to be included as part of the pricing submitted in response to this proposal.

Additionally, some WSCA States may require that an additional fee be paid directly to the WSCA Member State on purchases made by procuring entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated in a Participating Addendum that is made a part of the contract. The contractor may adjust the contract pricing accordingly for purchases made by procuring agencies within the jurisdiction of the State. All such agreements may not affect the WSCA fee or the prices paid by the procuring agencies outside the jurisdiction of the WSCA State requesting the additional fee.

**6. Contract Terms and Conditions**

Contracts (Master Agreements) resulting from this RFP will include, but not be limited to, the WSCA standard terms and any additional terms and conditions specific to participating entities.

Please refer to the attached additional Terms and Conditions from the states of Arizona, Minnesota, Utah, and Vermont for their requirements.

**ORDER OF PRECEDENCE:**

The contract shall consist of the following documents:

1. A Participating Entity's Participating Addendum ("PA") including state specific Terms and Conditions included in this Solicitation;
2. WSCA Standard Terms and Conditions;
3. The Solicitation; and
4. Contractor's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to the Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor quotation/sales order or in similar documents subsequently provided by

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the Contractor.

**7. Participating Addendums**

- A Participating Addendum will be executed for each contractor by the participating State or participating entity desiring to use their contract.
- A Participating Addendum allows for each Participating State to add terms and conditions that may be unique to their State. The Participating State and the Contractor shall negotiate and agree upon any additional terms and conditions prior to the signing and execution of the Participating Addendum.
- States are not mandated to sign a Participating Addendum with all awarded vendors.

**8. Discussions with Proposers (Oral Presentation)**

An oral presentation by a proposer to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Proposer. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the proposer's expense.

**9. Protected Information**

Proposals will be kept confidential until the price agreements are awarded by the Procurement Manager. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the proposer has stamped or imprinted "proprietary" or "confidential", subject to the following requirements:

If a request is made after award by a third party to view a Vendor's proposal, the State will comply according to the **Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63-2-304**, which provides in part that:

*the following records are protected if properly classified by a government entity:*

- (1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63-2-308 (Business Confidentiality Claims);*
- (2) commercial information or non-individual financial information obtained from a person if:*

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- (a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;
- (b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and
- (c) the person submitting the information has provided the governmental entity with the information specified in Section 63-2-308;
- \* \* \* \* \*
- (6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed; ....

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a **Claim of Business Confidentiality**.

**To protect information under a Claim of Business Confidentiality, the proposer must:**

1. provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to the state*, and
2. include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63-2-308(1)).
3. submit an electronic "redacted" (excluding protected information) copy of your proposal response. Copy must clearly be marked "Redacted Version."

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at:

<http://www.purchasing.utah.gov/contractinfo/ConfidentialityClaimForm.doc>

To ensure the information is protected, the State of Utah, Division of Purchasing asks the proposer to clearly identify in the Executive Summary and in the body of the proposal any specific information for which an proposer claims business confidentiality protection as "PROTECTED".

**All materials submitted become the property of the State of Utah.** Materials may be evaluated by anyone designated as part of the proposal evaluation committee. Materials submitted may be returned at the State's option.

## REQUEST FOR PROPOSAL

Multi-State Contract for Digital Print and Copy Services  
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Throughout the duration of this procurement process and contract term, potential proposers, proposers, and contractors must secure from the Procurement Manager prior approval to the release of any information that pertains to the potential work or activities covered by this procurement or the contracts. The Contractor shall not make any representations of WSCA's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of this Contract without prior written consent of the Contract Administrator. Failure to adhere to this requirement may result in disqualification of the proposers proposal or termination of the contract for cause.

No announcement concerning the award of a contract as a result of this RFP can be made without the prior written approval of the Procurement Manager.

**11. News Releases**

News releases or other public disclosure of information pertaining to this RFP or the statewide contracts may not be published without the prior written permission of the State of Utah.

**12. Intent to Participate and Estimated Annual Spend Volume**

The following states have requested to be named in this RFP as a potential user of the resulting contracts. We anticipate that other states may sign on after the award process.

<b><u>State</u></b>	<b><u>Estimated Annual Volume of Spend</u></b>
Alaska	\$75,000
Arizona	(not available)
Colorado	(not available)
Hawaii	\$220,000
Minnesota	(not available)
Mississippi	(not available)
Nevada	\$250,000
New Mexico	(not available)
Oregon	(not available)
Rhode Island	(not available)
Utah	(not available)
Vermont	\$500,000
West Virginia	(not available)

**13. Contractor Responsibility**

The selected contractor(s) shall be solely responsible for fulfillment of the responsibilities under the terms and conditions of the price agreement. The procuring agencies will issue

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purchase orders and make payments to only the named contractor(s).

**14. Servicing Subcontractors**

The Procurement Manager recognizes the fact that the potential proposers have different business models for the delivery of support services. Whereas one potential proposer may provide support services through a wholly owned subsidiary another may provide support services through a local business partner or qualified organization herein referred to as a servicing subcontractor. Therefore, proposers may propose the use of servicing subcontractors for the performance of local marketing, warranty, or technical support services in accordance with the terms and conditions of the price agreement.

Servicing subcontractors may not directly accept purchase orders or payments for products or services from procuring agencies under the terms and conditions of the price agreement.

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## **Section III. RESPONSE FORMAT AND ORGANIZATION**

### **PROPOSAL FORMAT**

Any cost incurred by the proposer in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the proposer.

Proposals must be detailed and concise. Unless otherwise stated in your proposal as an "exception", offerors agree to comply with every section, subsection, attachment and addendum of this RFP. Each proposal must be labeled and organized in a manner that is congruent with the requirements and terminology used in this RFP.

For ease of evaluation, the proposal should be presented in a format that corresponds to and references sections outlined within this RFP and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed. Exceptions to this will be considered during the evaluation process.

If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with submittal instructions and specific references made to the tab, page, section and/or paragraph where the confidential information can be located.

Within each section of their proposal, proposers should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in the section with the cost response form.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis. The proposal summary may be included by proposers to provide the Evaluation Committee with an overview of the technical and business features of the proposal. However, this material will not be used in the evaluation process unless specifically referenced from other portions of the proposer's proposal. In the event of an inconsistency between the proposal summary and other portions of the proposal, the other portions shall control.

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## Section IV. SPECIFICATIONS

### A. INFORMATION

This section contains specifications and relevant information proposers should use for the preparation of their proposals.

Proposers should respond as described to each specification. The response along with the required supporting material will be evaluated and awarded points accordingly.

### B. SPECIFICATIONS

#### 1. Price Proposal Requirements

Each subsection must be addressed in the vendor proposal. Any vendor who fails to provide the information requested in this subsection, may be found to be non-responsive and the proposal rejected.

- **General Requirements** - Vendor shall not charge prices greater than proposed in the Vendor's **ATTACHMENT 1- Pricing Proposal** for Products and services provided under this contract.

If vendor wishes to propose prices for additional Products or services that fall within the scope of this contract but are not specifically included in **ATTACHMENT 1- Pricing Proposal**, vendor may include a description of the Product or service and the proposed pricing in the "Value-Added Services" section of the *Price Proposal*.

- **Price Proposals** - Pricing proposed by Vendor shall exclude sales tax, and shall include all vendor costs (labor, paper, etc.) related to performing the tasks set forth in this RFP. Customers will not pay for any overages. The expectation is for deliverance of quantities ordered.

Pricing shall be held firm for the initial term of the contract. A minimum of 60 calendar days advance written notice of price increase is required, and is to be accompanied by sufficient documentation to justify the requested increase. Documentation must be based on United States published indices such as the Producer Price Index. Acceptance will be at the discretion of the Procurement Manager and shall not produce a higher profit margin than that established on the original contract pricing. Approved price adjustments shall remain unchanged for at least 365 calendar days thereafter.

Any and all additional charges or service limitations related to the proposed pricing must be included in the "Additional Information" area of **ATTACHMENT 1- Pricing Proposal**.

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- **Cost-** Proposers must complete the Pricing Form(s) found in **ATTACHMENT 1- Pricing Proposal** and submit them with their proposal.

## 2. Product and Services Overview

Proposers must describe their ability to provide digital print and copy services to the participating states and the various governmental entities therein. The narrative in response to this specification should include, at a minimum, a general overview of the proposed products and services and an overview of how the services are to be provided plus specific information as follows:

- **Breadth of Offering** - Proposers must thoroughly describe their breadth of their digital print and copy service offerings. Proposers must clearly distinguish between products and service offerings that are available when the proposals are submitted versus offerings that may be available at some designated or undesignated time in the future.
- **Customer Satisfaction** - Proposers should submit customer satisfaction statistics or survey results concerning the quality of services offered.
- **Product Technology** - Proposers should describe their digital printing technology.
- **Ordering-** Proposers should list all methods of ordering provided.
  - a. Orders resulting from this contract will be placed directly with the awarded vendor(s) by the individual Purchasing Entity. The vendor will ship and bill as requested by the ordering agency. The ordering agency will remit payment directly to the vendor.
  - b. Awarded vendor(s) must have toll free telephone numbers for use by those entities located outside of the proposer's toll free area. This includes both telephone and Facsimile access.
  - c. Proposers must describe their ability to provide and maintain, at a minimum, an Internet web site that contains their product specifications and service options, the services agreement and a coverage map plus contact information for order placement, problem reporting, and billing concerns.
    1. **Web Site** - Proposers are encouraged to describe any existing capability or commitment to implement a web site that would provide procuring agencies guidance and assistance with service options, order placement, order tracking, reporting or other

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relevant capability.

2. Electronic Processing - The ability or commitment to accept and process orders and files electronically should be thoroughly described. Internet URL's may be provided which reference sites that demonstrate the desired functionality.
- d. No minimum dollar or item count is allowed in the contract.
- **Inspection and Acceptance-** Final acceptance is contingent upon completion of all applicable inspection procedures. If products or services fail to meet any inspection requirements, buyer may exercise all of its rights. Buyer shall have the right to inspect services provided at all reasonable times and places. "Services" as used in this section includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform to order requirements, buyer may require vendor to perform the services again in conformity with order requirements, without additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, buyer may (a) require vendor to take necessary action to ensure that future performance conforms to order requirements, and (b) equitably reduce the payment due vendor to reflect the reduced value of the services performed. These remedies do not limit the remedies otherwise available at law, or in equity.  
  
Buyer shall be the sole judge in determining "equals" with regard to quality, price, and performance. **The purchasing entity reserves the right to refuse payment on vendor invoices for jobs that do not meet submitted criteria.**
  - **Complaint Resolution-** Proposers should thoroughly describe their procedures for addressing and resolving customer problems and complaints -- service, equipment or billing -- including timelines and escalation measures.
  - **Payment-** Invoices are to be submitted per order.
    - a. Payment for the contracted service will be within 30 days upon receipt of invoice and the using agency's approval.
    - b. Procurement Card Policy- The successful proposer must offer the capability to accept procurement cards as an acceptable form of payment.
  - **Data Retention-** Proposers must include information on how submitted information is removed from systems/equipment once an order has been completed and accepted.

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- **Data Security-** Please provide current and future procedures for ensuring the security of submitted data.
    - a. Define how your technologies will guarantee document security and privacy.
    - b. What method will you use to move files from State agencies to on-site or off-site facilities?
  - **Data wiping-** Proposers must provide information on how any residual data stored in a machine is addressed after that machine is removed from service.

### 3. **Supplier Capabilities and Geographic Coverage**

Proposers must provide a brief history and description of their company including but not limited to the following:

- **Company ownership (sole proprietor, partnership, etc)** - Incorporated companies must identify the state in which the company is incorporated and the date of incorporation. The selected vendor(s), prior to doing business, must be appropriately licensed.
- **Company background/history-** why proposer is qualified to provide the services described in this RFP.
- **Time Frame-** Length of time proposer has been providing services described in this RFP to the public and/or private sector.
- **Facilities-** Proposers must indicate number and location of service centers in each participating state. The response should include a map that indicates by state the number and type of sales, support personnel or other resources that will be employed to service the contract.
- **State Contracts-** The response should include the list of states where the proposer has been awarded a statewide price agreement for similar services. Please include the name, telephone number, and email of the price agreement administrator plus the effective and termination dates of the agreement.
- **Organization-** The proposal must include an organization chart and a thorough narrative describing how the proposed price agreement and services will be supported from senior management down to field technicians.
- **Emerging Small Business (ESB), Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Disabled Veteran Owned business-** Some Participating States, may desire to purchase services from ESB/MBE/WBE/DV companies. Some WSCA Participating States may or may

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not have an ESB/MBE/WBE/DV program and therefore each state will integrate this desirable into its Participating Addendum, if applicable. In some Participating States, to qualify as an ESB/MBE/WBE/DV supplier the listed companies must be registered with either the government or a recognized certifying entity and provide a certification type and number. Registered ESB/MBE/WBE/DV companies must be operating from a legitimate commercial site, carry all applicable insurance policies, required business licenses, and have operated continuously for at least two years. Please explain how the Proposer will provide opportunity for, ESB/MBE/WBE/DV companies.

**4. Customer Service**

The Participating States expect high service standards from all contractors.

- **Product Delivery**

- a. Penalties may be imposed on contractors that have continual late deliveries. These penalties may include but are not limited to cancellation of orders, request for discounted pricing, non-use of an offending contractor or cancellation of the contractor's participating addendum(s).
- b. Partial deliveries may be determined to be acceptable by the procuring organization. However, payment will not be authorized until the entire order is received.
  - 1. No additional charges as a result of contractor error shall be incurred by procuring organizations.
  - 2. Prices for all items associated with this contract are to be FOB Destination, freight prepaid anywhere within the participating WSCA states or geographic area offered. Any exceptions to this provision will be addressed in a State's Participating Addendum.

- **Turn-around Time**

The successful offeror will make every effort to accommodate the deadline request of State customers.

Turnaround times on copy center projects will depend upon the size and complexity of the request. Jobs will be completed within a time frame that meets mutually agreed upon deadlines set at the time of the request was made. Standard jobs (duplexed, collated, and stapled) should have a maximum turnaround time of 24 hours.

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1. Detail the service guarantees and turn-around time that you are willing to meet as a provider for the State.
2. Detail performance guarantees that your company will provide.

- **Support Personnel**

- a. Proposers must identify by name and location both the proposed primary account representative and the marketing supervisor who will be responsible for the performance of the agreement.
- b. Proposers shall provide each Authorized Purchaser with customer service representatives assigned to handle questions and resolve all problems that arise.
- c. Service representatives shall be available by telephone, at a minimum, from 8:00 am to 5:00 pm in **EACH** time zone, Monday through Friday.
- d. All service representatives shall have online access to account information and provide a timely response (2 hours) to inquiries concerning the status of contract pricing, account and billing questions, and contract compliance requirements.
- e. Describe in detail the process that shall be used to ensure adequate service representatives will be available.

## 5. **Marketing and Implementation**

- § Describe in detail your implementation program plan.
- § Describe in detail your experience when implementing customer relationships of equivalent size and complexity?
- § Describe the Proposer's strategy for contract management and sales support including roles and responsibilities as they relate to each participating state for each of the proposed account teams that will handle contract management issues.
- § Proposers must submit a thorough rollout plan as part of the proposal. At a minimum, the plan must include a description of the rollout materials, a description of the methodology (mailings, meetings, seminars, press releases, and personal contacts), proposed dates and location of activities, and tasks to be performed with the time frame for the completion of each task.
- a. **Contracting Personnel-** Proposer must identify the contracting personnel who will be assisting states with the completing and processing of

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participating addendums

- b. Marketing Materials-** Proposers are encouraged to describe how additional marketing will be performed after the initial rollout has been completed. Proposers are encouraged to include sample rollout and marketing materials with their proposals. Proposers are reminded that once a statewide participating addendum is in place, the contractor's services may be used by every governmental entity, public school and university within the state.

## 6. References

The Vendor must provide a **minimum of five (5) references** from customers who have obtained similar Products and services from the Vendor within the last two (2) years.

At least three (3) of the customer references must be from a state agency, political subdivision, or institution of higher education.

- Relationship of Customer Reference to Vendor - References provided by the Vendor must not be from a person, company, or organization with any interest, financial or otherwise, in the Vendor organization. References that do not originate from a client in an arms-length relationship with Vendor will be rejected.
- Customer Reference Forms - Each customer reference listed in the **ATTACHMENT 3- Reference Questionnaire** must complete and sign the **ATTACHMENT 4- Customer Reference Form** and must be included with the RFP response.
- Purchaser's Right to Contact Other References – The State of Utah, at its sole discretion, may contact other Vendor customers for references and may follow up on any and all other leads it receives related to the Vendor's performance and ability to provide Products and services.

## 7. Alternatives

Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and participating public agencies.

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## **Section V. EVALUATION**

Proposals that meet the mandatory requirements will be evaluated by a proposal evaluation committee comprised of representatives from each participating state.

Submission of a proposal constitutes acceptance of the Evaluation Factors contained in this section of this RFP

### **Proposals shall be kept confidential until a contract is awarded**

#### **A. EVALUATION POINT SUMMARY**

1. The Vendor's entire proposal will be reviewed for responsiveness to the RFP and for clarity and conciseness of the information presented. The Evaluation Committee will diligently review the information presented to ensure that the proposal meets all requirements described in this RFP, and to determine which proposal(s) best meets the requirements and business needs described.

All material submitted will be evaluated to determine whether the Proposer is capable of, and has a history of, successfully providing the services related to this RFP. The Evaluation Committee may test against the market, similar projects, and in-house estimates. Any inconsistency between proposed performance and proposed price, whether real or perceived, must be explained in the proposal.

Proposals deemed non-responsive will be eliminated from further consideration.

2. Vendor proposals will be evaluated in accordance with standard proposal evaluation procedures, which allow using weighted factors and criteria. All RFP Responses will be evaluated using the same criteria and weighting.
3. Responses will be reviewed on a pass/fail basis to determine if they meet all Mandatory requirements.

The Evaluation Committee reserves the right to determine at its sole discretion whether a Vendor's response to a Mandatory requirement is sufficient to pass.

4. The responsible proposer(s) whose proposal(S) is/are most advantageous to WSCA, will be recommended for award to the WSCA Directors. Once the WSCA Directors approve the award recommendation, then the "Successful Vendors" will be announced.

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**B. EVALUATION FACTORS**

Points will be awarded on the basis of the following evaluation factors:

1. Price Proposal Requirements
2. Product and Services Overview
3. Supplier Capabilities and Geographic Coverage
4. Customer Service
5. Marketing and Implementation
6. References
7. Alternatives

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# ATTACHMENT 1

## PRICING PROPOSAL

STATE OF UTAH  
REQUEST FOR PROPOSAL  
FOR DIGITAL PRINT AND COPY SERVICES FOR  
WESTERN STATES CONTRACTING ALLIANCE

The following requirements are **Mandatory**. Any Vendor who fails to provide the information requested in this schedule may be found to be non-responsive and the proposal rejected.

**Instructions:**

Enter **both** the Price you propose for this contract and the standard retail Price for each of the items below

Prices must be given on a per impression basis unless otherwise. For the purposes of this RFP, the Price of duplex copies will be considered to be twice that of single-sided copies (Per Impression Price x 2 Impressions) unless the Vendor proposes specific pricing for double-sided copies. If the Vendor wishes to propose a separate Price for duplex copies, the Vendor must enter the proposed double-sided price in the "Additional Information" area following the proposed per-impression price and clearly label the additional Price as "Duplex".

If the Vendor does not offer an item on the price list, the Vendor must enter "N/A" or "Not Applicable" in the Proposed Price per Impression column for that item. Exceptions and/or clarifications to proposed Prices may be included in the "Additional Information" area following the proposed Price.

**Definitions** - Vendors shall use the following definitions when completing this Pricing Proposal:

**"Body Copy"** – means printing on the main sheet of a tab divider. Body copy does not include printing on the tab portion of the divider.

**"Coated Cover"** – means all matte, dull, satin, or gloss coated cover stock of any color with an 80 to 100-pound basis weight. This category also includes C1S and C2S cast-coated enamel stock.

**"Coated Text"** – means all matte, dull, satin, or gloss coated text stock of any color with a 60 to 100-pound basis weight.

**"Color Copies"** – means digital or analog photocopies using CMYK toner on paper.

**"Customer Furnished Stock"** – means paper that is furnished by the Customer.

**"File Copying"** – means photocopying services that require more labor to produce than standard black-and-white photocopies. File Copying includes the following categories:

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**Grade A: Litigation Standard** – Originals are large rubber-banded sections or loose documents of straight copy. Originals are one-sided, in excellent condition, and on the same size paper with no staples, clips, or folder tabs.

**Grade B: Litigation Light** – Originals consist of large stapled or clipped sections. Occasional small sections of stapled or clipped documents may be mixed in, but not to the extent of slowing down copy output. All two-sided work that would otherwise be Grade A copying is included in this category, even if it is straight copy. If more than three (3) copies of this grade of job are requested on an order, the job must be charged at Grade A.

**Grade C: Litigation Medium** – Originals are mainly composed of stapled or clipped sections of letter and legal size, with generally no fewer than five or six pages per staple or clip. This grade also includes binders that require removal and reinsertion of pages. If more than three (3) copies of this grade of job are requested on an order, the job must be charged at Grade B.

**Grade D: Litigation Heavy** – Originals are like those described in Grade C, but also include small stapled and clipped sections of five or fewer pages and mixed sizes of originals, such as receipts, envelopes, statements, etc. Originals may have multiple sticky notes to be removed and replaced. These additional variables require more handling and organization, which lowers the number of copies per hour that can be produced. If more than three (3) copies of this grade of job are requested on an order, the job must be charged at Grade C.

**Grade E: Glass Work** – Originals require greater than fifty percent (50%) hand placement on glass, such as receipts, statements, checks, envelopes, and odd-sized originals, or are of extremely poor quality that require extensive handling on a page-by-page basis. If more than three (3) copies of this grade of job are requested on an order, the job must be charged at Grade D.

**“Inline”** – means binding or other finishing performed automatically by a printing device as the document is copied.

**“Side stitch”** – means stapling a document twice at the left edge.

**“Standard Black-and-White Copies”** – means photocopies that use black toner on paper and require little labor to produce.

**“Tabs”** – means paper dividers with no Mylar or other protective coating.

**“Transparencies”** – means photocopies in either black or CMYK toner on a clear plastic substrate.

**“Uncoated Cover”** – means all uncoated cover stock with a 65 to 100-pound basis weight, and 110-pound index stock. This category includes all colors and finishes of cover-weight paper, including smooth, vellum, felt, linen, and laid.

**“Uncoated Text”** – means all uncoated text and book stock with a 60 to 100-pound basis weight, and 90-pound index stock. This category includes all colors and finishes of uncoated text-weight paper, including résumé paper and Astrobrights text.

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**“Value-added Services”** – means services within the scope of this contract as offered by the Vendor that provide additional convenience and/or functionality for Customers who purchase services under this RFP. Examples of value-added services include, but are not limited to, secure production facilities for sensitive materials, etc.

## 1. Mandatory Services

The following price proposals are **Mandatory**. Each section must be fully completed. Any Vendor who fails to provide the information requested in this subsection, may be found to be non-responsive and the proposal rejected.

### 1.1. Standard Black-and-White copies (MANDATORY):

Size	Paper Type	Price per Single-sided Impression	Price per Double-Sided Impression
8.5 x 11	20# Bond - White		
8.5 x 11	20# Bond - White, 3-hole Punch		
8.5 x 11	20# Bond - Color		
8.5 x 11	Uncoated Text, All Types		
8.5 x 11	Coated Text, All Types		
8.5 x 11	Uncoated Cover, All Types		
8.5 x 11	Coated Cover, All Types		
8.5 x 11	Customer Furnished Stock		
8.5 x 11	Carbonless 2-part (Black Imprint)		
8.5 x 11	Carbonless 3-part (Black Imprint)		
8.5 x 11	Carbonless 4-part (Black Imprint)		
8.5 x 14	20# Bond – White		
8.5 x 14	20# Bond – Color		
8.5 x 14	Uncoated Text, All Colors		
8.5 x 14	Coated Text, All Types		
8.5 x 14	Uncoated Cover, All Colors		
8.5 x 14	Coated Cover, All Types		
8.5 x 14	Customer Furnished Stock		
11 x 17	20# Bond – White		
11 x 17	20# Bond – Color		

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11 x 17	Uncoated Text, All Colors		
11 x 17	Coated Text, All Types		
11 x 17	Uncoated Cover, All Colors		
11 x 17	Coated Cover, All Types		
11 x 17	Customer Furnished Stock		
12 x 18	20# Bond – White		
12 x 18	20# Bond – Color		
12 x 18	Uncoated Text, All Colors		
12 x 18	Coated Text, All Types		
12 x 18	Uncoated Cover, All Colors		
12 x 18	Coated Cover, All Types		
12 x 18	Customer Furnished Stock		

**1.2. Color copies (MANDATORY):**

Size	Paper Type	Price per Single-sided Impression	Price per Double-Sided Impression
8.5 x 11	24# Laser* - White		
8.5 x 11	Uncoated Text, All Types		
8.5 x 11	Coated Text, All Types		
8.5 x 11	Uncoated Cover, All Types		
8.5 x 11	Coated Cover, All Types		
8.5 x 11	Customer Furnished Stock		
8.5 x 14	24# Laser - White		
8.5 x 14	Uncoated Text, All Types		
8.5 x 14	Coated Text, All Types		
8.5 x 14	Uncoated Cover, All Types		
8.5 x 14	Coated Cover, All Types		
8.5 x 14	Customer Furnished Stock		
11 x 17	24# Laser* - White		
11 x 17	Uncoated Text, All Types		
11 x 17	Coated Text, All Types		

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11 x 17	Uncoated Cover, All Types		
11 x 17	Coated Cover, All Types		
11 x 17	Customer Furnished Stock		
12 x 18	24# Laser* - White		
12 x 18	Uncoated Text, All Types		
12 x 18	Coated Text, All Types		
12 x 18	Uncoated Cover, All Types		
12 x 18	Coated Cover, All Types		
12 x 18	Customer Furnished Stock		

\*60# Uncoated Text is acceptable in this category.

**1.3. Binding**

All Prices proposed in this section must be for binding only. The price for cardstock covers should be listed separately as the price for black-and-white or color copies on cover stock.

Binding Type	Price per Book
Staple Upper Left/Right	
Side stitch	
Saddle stitch – Inline, 5.5. x 8.5 Finished Size	
Saddle stitch – Manual, 5.5. x 8.5 Finished Size	
Saddle stitch – Inline, 8.5 x 11 Finished Size	
Saddle stitch – Manual, 8.5 x 11 Finished Size	

**1.4. Recycled content**

Indicate the percentage of recycled fiber in your in-house paper stock for the following categories. Please note any additional environmental characteristics of each in-house paper, such as Forest Stewardship Council certification, in the “Additional Information” section next to each paper grade. This information will not be scored, but will be used for reporting purposes.

Paper	Total Recycled Fiber Content	Post-consumer Recycled Fiber Content	Process Chlorine Free? Y or N	Additional Information Include Brightness	Additional Cost if any for recycled
20# Bond – White	%	%			
20# Bond - Color	%	%			

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24# Laser - White	%	%			
65# Uncoated Cover – White	%	%			

## 2. Optional Services

The following Price proposals are **optional**. Vendors are invited to provide Price proposals for any of the services listed below that they wish to make available to Customers under the Copy Services Contract. If a Vendor does not offer a specific service or does not desire to propose a contract Price for any item below, the Vendor must enter “N/A” or “Not Applicable in the “Price per Impression” column.

### 2.1. Oversize Copies (OPTIONAL):

Max. Size	Type	Price per Impression
24 x 36	Black-and-white	
24 x 36	Color	
24 x 36	Blueprint	

### 2.2. File Copying (OPTIONAL):

Please see *Definitions* for an explanation of File Copying Grades.

Grade	Description	Price per Impression	Additional Costs if Any
Grade A	Litigation Standard		
Grade B	Litigation Light		
Grade C	Litigation Medium		
Grade D	Litigation Heavy		
Grade E	Litigation Glass Work		

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Multi-State Contract for Digital Print and Copy Services  
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Size	Copy Type	Price per Impression
8.5 x 11	Black-and-white	
8.5 x 11	Color	
11 x 17	Black-and-white	
11 x 17	Color	

**2.4. Tabs (OPTIONAL):**

Description	Type of Printing on Tab	Price per Tab
Standard White Paper, No Body Copy	Black-and-white, One Side	
Standard White Paper, No Body Copy	Black-and-white, Two Sides	
Standard White Paper, No Body Copy	Color, One Side	
Standard White Paper, No Body Copy	Color, Two Sides	

**2.5. Optional Binding (OPTIONAL):**

**All Prices proposed in this section must be for binding only.** The price for cardstock covers should be listed separately as the price for black-and-white or color copies on cover stock. When proposing Prices for tape, comb, and coil binding, please enter the number of pages or the size of the binding in the "Additional Information" column to explain what sizes of documents are included in that category. For example, when proposing a Price for "Comb Bind – Small", the Vendor should enter wording such as "Up to a ½" comb" or "1-100 sheets" under "Additional Information."

Binding Type	Price per Book
Pad	
Pad with Chipboard Backing	
Tape/Thermal Bind – Inline, Small	

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Tape/Thermal Bind – Inline, Medium	
Tape/Thermal Bind – Inline, Large	
Tape/Thermal Bind – Manual, Small	
Tape/Thermal Bind – Manual, Medium	
Tape/Thermal Bind – Manual, Large	
Comb Bind – Small	
Comb Bind – Medium	
Comb Bind – Large	
Spiral/Coil Bind – Small	
Spiral/Coil Bind – Medium	
Spiral/Coil Bind – Large	
Other (specify):	

**3. Value-added Services (OPTIONAL):**

**The following price proposals are optional.** Vendors are invited to use this section to describe value-added services available from the Vendor and propose Pricing for any additional services that are within the scope of this RFP and are in the best interest of the Customers who purchase services under the resulting contract. Examples of items Vendor’s may wish to include in this area include, but are not limited to, secure production facilities for sensitive materials, online ordering capability, and discounts on services not specifically named in other sections of the Price Proposal.

Service Description	Price / Additional Discount % (If applicable)
Additional volume discount for copies over B&W (8/12 X 11) (list additional items)	%
Additional volume discount for copies over Color 8/12 X 11) (list additional items)	%
Additional volume discount for copies over_____	%

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**ATTACHMENT 2**  
**GEOGRAPHICAL COVERAGE**

STATE OF UTAH  
REQUEST FOR PROPOSALS  
FOR DIGITAL PRINT AND COPY SERVICES FOR  
WESTERN STATES CONTRACTING ALLIANCE

Indicate the geographical locations to be included in the service area of your Proposal. Vendors must be capable of receiving and delivering orders at all locations in the service area(s) they select.

**Service provided in the following States who have indicated their “Intent to Participate” at this time:**

- Alaska
- Arizona
- Colorado
- Hawaii
- Minnesota
- Mississippi
- Nevada
- New Mexico
- Oregon
- Rhode Island
- Utah
- Vermont
- West Virginia
- Other: \_\_\_\_\_

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## ATTACHMENT 3

### REFERENCE QUESTIONNAIRE

#### STATE OF UTAH REQUEST FOR PROPOSAL FOR DIGITAL PRINT AND COPY SERVICES FOR WESTERN STATES CONTRACTING ALLIANCE

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

The proposer is required to complete the following list of references, and send the reference form to each business reference. The business reference, in turn, is requested to submit **Attachment 4- Customer Reference Form** directly to the State of Utah, Division of Purchasing by the requested deadline for inclusion in the evaluation process. The business reference may be contacted for validation of the response.

For questions regarding the reference form or process, please contact the Procurement Manager.

### Customer References

The Vendor must provide a minimum of five (5) references from customers who have obtained similar Products and services from the Vendor within the last two (2) years.

At least three (3) of the customer references must be from a state agency, political subdivision, or institution of higher education.

Each should be able to address the availability and quality of the services being proposed, as well as your performance and ability to provide the relevant service being proposed. A completed *Customer Reference Form* {Attachment 4} must be received from each of the references listed below by the due date listed in the *Schedule of Events* or the Vendor's proposal will be considered incomplete.

No.	Company	Name	Title	Telephone	E-mail
1.					
2.					
3.					
4.					
5.					

## ATTACHMENT 4

### CUSTOMER REFERENCE FORM

STATE OF UTAH  
REQUEST FOR PROPOSAL  
FOR DIGITAL PRINT AND COPY SERVICES FOR  
WESTERN STATES CONTRACTING ALLIANCE

Name of the vendor you are giving a reference for:	
Your organization's business name:	
Your name and title:	
Your telephone number:	
Your e-mail address:	

Has the vendor provided you with copy services during the past 3 years?	Yes <input type="checkbox"/> No <input type="checkbox"/>
In general, what services has the vendor provided for you?	
What type of organization are you?	Government <input type="checkbox"/> Higher Education <input type="checkbox"/> Non-profit <input type="checkbox"/> Commercial <input type="checkbox"/> Other <input type="checkbox"/> _____
How large is your organization?	Number of Employees _____ Number of Locations _____

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**PLEASE RATE THE VENDOR ON THE FOLLOWING ITEMS:**

(Please rate each of the following items.)

	Un-satisfactor y	Below Averag e	Averag e	Above Averag e	Exceptiona l
	0	1	2	3	4
1. Ability of the vendor to provide the range of products and services you need:					
Comment:					
2. Ability of the vendor to meet deadlines:					
Comment:					
3. Ease and convenience of ordering products and services from the vendor:					
Comment:					
4. Knowledge and helpfulness of vendor's customer service staff:					
Comment:					
5. Responsiveness of vendor in resolving issues with products or services:					
Comment:					
6. Overall quality of the finished products provided by the vendor:					
Comment:					
7. Vendor's invoicing competency, including their ability to resolve invoicing issues:					
Comment:					

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8. Vendor's ability to provide reports that meets your needs:					
Comment:					
9. Vendor's ability to provide products and services that makes you want to contract with them again:					
Comment:					
10. Vendor's ability to provide solution to non-performance issues:					
Comment:					

Any other information that you would like to share about the vendor, including areas in which the vendor could improve:

Signature of Reference: \_\_\_\_\_

Please return the completed, signed reference by fax or e-mail by **5:00 p.m. Mountain Time December 1, 2010**, to:

Mark Parry, RFP Coordinator  
State of Utah, Division of Purchasing  
3150 State Office Building  
Salt Lake City, UT 84114  
FAX: (801) 538-3882  
E-mail: mparry@utah.gov

Thank you for your time and cooperation

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## ATTACHMENT 5

### DEFINITION OF TERMINOLOGY

#### ACRONYMS/DEFINITIONS

**“Awarded Vendor/Contractor”**- the organization/individual that is awarded and has an approved contract for the services identified in this RFP.

**“BidSync”** – on online web based system used to post, distribute, and receive electronic responses to Utah’s solicitations. Registration with BidSync allows prospective vendors to receive email notice of Utah’s bidding opportunities and then respond electronically. There is no charge to receive notice about or respond to Utah’s solicitations.

**“Contractor”** - shall mean successful proposer who enters into a binding master price agreement.

**“Determination”** - means the written documentation of a decision of a procurement manager including findings of fact to support a decision. A determination becomes part of the procurement file to which it pertains.

**“Digital print and copy services”** – shall include all the following mandatory services: Standard black, white and color copies (a number of page sizes as listed in Appendix – C Price Proposal), binding (staple upper left/right, side stitch, and saddle stitch), pickup and delivery. The following items are included as Digital print and copy services but are optional services: Oversize copies, file copies, transparencies, tabs, optional binding services (pad, tape/thermal bind, comb bind, spiral/coil bind).

**“Documentation”** – shall mean writings, drawings, diagrams, tables, reports, electronic media, and other recorded forms of information provided by Vendor to the Purchaser to support the Purchaser’s use of Products and Services.

**“Equipment”** - means printers, copiers or fax machines.

**“Evaluation Committee”**- means a body appointed to perform the evaluation of submitted proposals.

**“Evaluation Committee Report”**- means a report prepared by the Procurement Manager and the Evaluation Committee that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competi-

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tive sealed proposals and contains one or more recommendations regarding contract award.

**“Government Organization”**- shall mean any state agency, political subdivision, boards, commissions, school district, and institutions of higher learning.

**“Impression”** – shall mean any image produced by a device by photocopying or printing on substrata including, but not limited to, paper, transparencies, envelopes, and labels. Blank pages located on the back of single-sided prints or copies, or contained in multi-page documents, shall not be considered impressions.

**“Lead State”** - means the State conducting this cooperative solicitation and centrally administering any resulting master price agreement(s).

**“Mandatory”** – shall mean the requirement must be met by Vendor, and Vendor's Response will be evaluated on a pass/fail basis. The terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the submitted proposal.

**“May”**- indicates something that is not mandatory, but is permissible.

**“Offer”** or **“Bid”** or **“Proposal”** - generally refers to the offer submitted in response to a solicitation, whether denominated as an invitation to bid, invitation for bid, Request for Proposal, or otherwise. “Bidder” or “Proposer” similarly refers to the person, company, or other entity submitting the bid or proposal that constitutes an offer capable of acceptance, regardless of the solicitation method used. This solicitation will use the terms **“Offer”**, **“Proposer”** and **“Proposal”**.

**“Proposer”** - is a product and/or services provider who chooses to submit a proposal.

**“Page”** – shall mean one side of one sheet of paper, including but not limited to a single envelope, transparency or label sheet all equal a single sheet of paper.

**“Participating Addendum”** - means an bilateral agreement executed by the contractor and a Participating State or political subdivision of a State that clarifies the operation of the price agreement for the State or political subdivision concerned, e.g. ordering procedures specific to a State or political subdivision, and may add other specific language or other requirements.

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**“Participating State” or “Participating Entity”** - means a member of WSCA or a political subdivision of a WSCA member who has indicated its intent to participate by signing an Intent to Contract, or who subsequently signs a Participating Addendum where required, or another state or political subdivision of another state authorized by WSCA to be a party to the resulting price agreement through the execution of a participating addendum.

**“Price”** – shall mean charges, costs, rates, and/or fees charged for the Services and Products under the contract(s) related to this RFP and shall be paid in United States dollars.

**“Procurement Manager”**- means the person or designee authorized to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

**“Purchaser”** – shall mean the State of Utah and other participating states.

**“Purchasing Entity”** - means a Participating State or another legal entity, such as a political subdivision, properly authorized by a Participating State to enter into a contract for the purchase of goods described in this solicitation. Unless otherwise limited in this solicitation or in a Participating Addendum, political subdivisions of Participating States are Purchasing Entities and Participants authorized to purchase the goods and/or services described in this solicitation.

**“Proposal”** – shall mean the formal offer made by Vendor in submitting plans, price proposals, and qualifications in response to this RFP.

**“Request for Proposal” or “RFP”** – means all documents, including those attached or incorporated by reference, used for soliciting proposals.

**“Responsible Proposer”** - means a proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

**“Shall/Must/Will”**- indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.

**“Should”**- indicates something that is recommended but not mandatory. If a vendor fails to provide recommended information, The State of Utah may, at its sole discretion, request the vendor to provide the information or evaluate the

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proposal without the information.

**“State”**- The State of Utah and any agency identified herein.

**“Services”** – shall mean all work performed or provided by Vendor in support of the services relevant to this RFP.

**“Specifications”** – shall mean the technical and other specifications set forth in this RFP, any additional specifications set forth in Vendor’s Response, and the specifications set forth in Vendor’s Documentation, whether or not Vendor produces such Documentation before or after the contract(s) related to this RFP become effective.

**“Subcontractor”** – shall mean one not in the employment of Vendor, who is performing all or part of the business activities related to this RFP under a separate contract with Vendor. The term “Subcontractor” means Subcontractor(s) of any tier.

**“Successful Vendor/Proposer”**– shall mean the firm, provider, organization, individual, or other entity that competes for and earns the privilege of entering into a contract to provide the digital print and copy services that are the subject of this RFP.

**"Universal Resource Locator" or "URL"**- means a standardized addressing scheme for accessing hypertext documents and other services using an Internet browser.

**“Vendor”** – shall mean the firm, provider, organization, individual, or other entity who submits a proposal in response this RFP.

**"WSCA"**- means the Western States Contracting Alliance, a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc..) in the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Utah, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming. The WSCA directors may authorize the use of the master price agreement(s) by any state or political subdivision of a state.

**“WSCA Master Price Agreement”** - means an agreement for the procurement of items of tangible personal property or services.

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## ATTACHMENT 6

### Standard Contract Terms and Conditions Western States Contracting Alliance Request for Proposal

**PARTICIPANTS:** The Western States Contracting Alliance (herein WSCA) is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming. Other states and their political subdivisions are also eligible to participate in WSCA contracts. Obligations under this contract are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.

**QUALITY ESTIMATES:** WSCA does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for the purposes of submitting proposals only and are not to be construed as a guarantee to purchase any amount.

**SPECIFICATIONS:** Any deviation from specifications must be clearly indicated by offeror, otherwise, it will be considered that the proposal is in strict compliance. When BRAND NAMES or manufacturers' numbers are stated in the specifications they are intended to establish a standard only and are not restrictive unless the RFP states "No substitute". Proposals will be considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate proposals offering lower quality or inferior performance will not be considered.

**ACCEPTANCE OR REJECTION OF PROPOSALS:** WSCA reserves the right to accept or reject any or all proposals or parts of proposals, and to waive informalities therein.

**SAMPLES:** Generally, when required, samples will be specifically requested in the Request for Proposals. Samples, when required, are to be furnished free of charge. Except for those samples destroyed or mutilated in testing, samples will be returned at a offeror's request, transportation collect.

**CASH DISCOUNT TERMS:** Offeror may quote a cash discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise.

**TAXES:** Proposal prices shall be exclusive of state sales and federal excise taxes. Where the state government entities are not exempt from sales taxes on sales within their state, the contractor shall add the sales taxes on the billing invoice as a separate entry.

**MODIFICATION OR WITHDRAWAL OF PROPOSALS:** Proposals may be modified or withdrawn prior to the time set for the opening of proposals. After the time set for the opening of proposals no proposal may be modified or withdrawn, unless done in response to a request for a "Best and Final Offer" from WSCA.

**PATENTS, COPYRIGHTS, ETC.:** The Contractor shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

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**AWARD:** WSCA may award multiple contracts as the result of this solicitation. Awards shall be made to the responsible offeror(s) whose proposal is determined to be the most advantageous to WSCA, taking into consideration price and the other evaluation factors set forth in the RFP.

**NON-COLLUSION:** By signing the proposal the offeror certifies that the proposal submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition.

**CANCELLATION:** Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this bid may be canceled by either party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.

**DEFAULT AND REMEDIES:** Any of the following events shall constitute cause for WSCA to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract WSCA shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages; 4. Suspend contractor from receiving future proposal solicitations.

**LAWS AND REGULATIONS:** Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

**CONFLICT OF TERMS:** In the event of any conflict between these standard terms and conditions and any special terms and conditions which follow; the special terms and conditions shall govern.

**REPORTS:** The contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each agency.

**HOLD HARMLESS:** The contractor shall release, protect, indemnify and hold WSCA and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

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

**GOVERNING LAW:** This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the state sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of an Participating Addendum shall be in the Purchasing Entity's State.

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

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

**AMENDMENTS:** The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Administrator.

**ASSIGNMENT/SUBCONTRACT:** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA Contract Administrator.

**NONDISCRIMINATION:** The offeror agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The offeror further agrees to furnish information and reports to requesting State(s), upon request, for the purpose of determining compliance with these statutes. Offeror agrees to comply with each individual state's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the offeror fails to comply with the provisions of these laws and regulations. The offeror must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

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

**INSPECTIONS:** Goods furnished under this contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

**PAYMENT:** Payment for completion of an contract is normally made within 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

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outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card".

**FORCE MAJEURE:** Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. WSCA may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

**HAZARDOUS CHEMICAL INFORMATION:** The contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

**FIRM PRICE:** Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening. Prices must remain firm for the full term of the contract.

**EXTENSION OF PRICES:** In the case of error in the extension of prices in the proposal, the unit prices will govern.

**PROPOSAL PREPARATION COSTS:** WSCA is not liable for any costs incurred by the offeror in proposal preparation.

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

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

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

**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 this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by WSCA.

**RECORDS ADMINISTRATION:** The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this contract. These records will be retained by the contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.

**AUDIT OF RECORDS:** The contractor agrees to allow WSCA, State and Federal auditors, and state agency staff access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

**ENTITY PARTICIPATION:** Use of specific WSCA cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to 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

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Procurement Official.  
2010)

(Revision date: June

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## State of Utah

### Additional Terms and Conditions for WSCA Participating Addendums

The following terms and conditions will be added to the Participating Addendum for the State of Utah:

1) **AUTHORITY:** Provisions of this Addendum are pursuant to the authority set forth in 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.

2) **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.

3) **RECORDS ADMINISTRATION:** The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

4) **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation to Bids nor to the Multi-Step Process.

#### 4.1 Status Verification System

A. Each proposer and each person signing on behalf of any proposer certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with UCA Section 63G-11-103.

B. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with Section 63G-11-103 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."

C. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.

D. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-11-103.

#### 4.2 Indemnity Clause for Status Verification System

A. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from

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violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.

B. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

5) **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 this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

6) **TAXES:** Bid/proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is 11736850-010-STC. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K.

7) **POLITICAL SUBDIVISION PARTICIPATION:** Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

8) **REPORTS :** The Contractor agrees to provide a quarterly utilization report, reflecting net sales to the Participating Entity during the associated fee period. The report will show the quantities and dollar volume of purchases by each agency and political subdivision. The report will be provided in secure electronic format and/or submitted electronically to the state contact listed in this Addendum.

9) **PAYMENT:** Payments are normally made within 30 days following the date the 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. Payments may be made via a State of Utah (or political subdivision) "Purchasing Card" (major credit card). All payments to the Contractor will be remitted by mail unless paid by Purchasing Card.

10) **PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, as far as distribution of copies. Contractor gives the STATE express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.

11) **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any

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person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).

12) **INDIVIDUAL CUSTOMERS:** Each State agency and each political subdivision, as a State Entity, that uses this will be treated as if they were individual Customers. Each agency and each political subdivision will be responsible for their own charges, fees, and liabilities. The Contractor will apply the charges to each State Entity individually.

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**REQUEST FOR PROPOSAL**

**Multi-State Contract for Digital Print and Copy Services  
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**State of Arizona**

**Additional Terms and Conditions  
for WSCA Participating Addendums**

UNIFORM TERMS AND CONDITIONS  
Version 7

- 1** **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
- 1.1 **"Attachment"** means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2 **"Contract"** means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3 **"Contract Amendment"** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 **"Contractor"** means any person who has a Contract with the State.
- 1.5 **"Days"** means calendar days unless otherwise specified.
- 1.6 **"Exhibit"** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7 **"Gratuity"** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8 **"Materials"** means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9 **"Procurement Officer"** means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10 **"Services"** means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11 **"Subcontract"** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12 **"State"** means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13 **"State Fiscal Year"** means the period beginning with July 1 and ending June 30,
- 2** **Contract Interpretation**
- 2.1 **Arizona Law.** The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

- 2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- 2.3.1 Special Terms and Conditions;
  - 2.3.2 Uniform Terms and Conditions;
  - 2.3.3 Statement or Scope of Work;
  - 2.3.4 Specifications;
  - 2.3.5 Attachments;
  - 2.3.6 Exhibits;
  - 2.3.7 Documents referenced or included in the Solicitation.
- 2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6 No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

### **3 Contract administration and operation.**

- 3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

- 3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8 Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of the contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

#### **4 Costs and Payments**

- 4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 Applicable Taxes.
- 4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor

shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

- 4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current IRS W9 Form on file with the State of Arizona, unless not required by law.
- 4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
- 4.5.1 Accept a decrease in price offered by the, contractor
- 4.5.2 Cancel the Contract
- 4.5.3 Cancel the contract and re-solicit the requirements.

## 5 Contract changes

- 5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

## 6 Risk and Liability

- 6.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2 Indemnification
- 6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

- 6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."
- 6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4 Force Majeure.
- 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 6.4.2 Force Majeure shall not include the following occurrences:
- 6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this

Contract.

## 7 Warranties

- 7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
- 7.2.1 Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2 Fit for the intended purposes for which the materials are used;
- 7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4 Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5 Year 2000.
- 7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
- 7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.
- 7.6 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall

maintain all applicable licenses and permit requirements.

7.7 Survival of Rights and Obligations after Contract Expiration or Termination.

7.71 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

**8 State's Contractual Remedies**

8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order.

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

## 9 Contract Termination

- 9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5 Termination for Default.
- 9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in

procuring materials or services in substitution for those due from the Contractor.

- 9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 10 **Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.
- 11 Arbitration.  
The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).
- 12 **Comments Welcome.** The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.

**REQUEST FOR PROPOSAL**  
**Multi-State Contract for Digital Print and Copy Services**  
**Solicitation No. MP11015**

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**State of Minnesota**

**Additional Terms and Conditions  
for WSCA Participating Addendums**

**ATTACHED ARE SOME OF THE STANDARD TERMS AND CONDITIONS THAT ARE APPLICABLE TO THE STATE OF MINNESOTA ONLY.**

1. **STATE AUDITS.** (Minn. Stat. ' 16C.05, Subd. 5) The books, records, documents, and accounting procedures and practices of the Contract Vendor and its employees, agents, or subcontractors relevant to the Contract or transaction must be made available and subject to examination by the contracting agency or its agents, the Legislative Auditor and/or the State Auditor for a minimum of six years after the end of the Contract or transaction.
2. **ANTITRUST.** The Contract Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with the Contract resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State.
3. **INDEMNIFICATION, HOLD HARMLESS, AND LIMITATION OF LIABILITY.** The Contract Vendor shall indemnify, protect, save and hold harmless the State, its representatives and employees, from any and all claims or causes of action, including all legal fees incurred by the State arising from the performance of the Contract by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the State=s failure to fulfill its obligations pursuant to the Contract.

The State agrees that Contractor, its principals, members and employees shall not be liable to the State for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the goods provided or services performed hereunder for an aggregate amount in excess of \$10,000,000 or the contract amount, whichever is greater. This limitation of liability does not apply to damages for personal injury or death, or to Contractor's obligation to indemnify, defend and hold the State harmless against intellectual property infringement claims under paragraphs 20 of this Agreement. This indemnification does not include liabilities caused by the State=s gross negligence or intentional wrong doing of the State.

4. **LAWS AND REGULATIONS LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished must comply fully with all local, State, and federal laws and regulations, including Minn. Stat. ' 181.59 prohibiting discrimination and business registration requirements of the Minnesota Secretary of State's Office.
5. **GOVERNMENT DATA PRACTICES.** The Contract Vendor and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the state contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State to the Contract Vendor and all data provided to the State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with this Contract that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the State. The State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. ' 13.08, apply to the release of the data by either the Contract Vendor or the State.

The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Contract. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Contract, the Contract Vendor shall retain responsibility under the terms of this paragraph for such work.

6. **GOVERNING LAW.** This Contract shall be construed in accordance with, and its performance governed by, the laws of the State of Minnesota. Except to the extent that the provisions of the Contract are clearly inconsistent therewith, the Contract shall be governed by the Uniform Commercial Code (UCC) as adopted by the State. To the extent the Contract entails delivery or performance of services, such services shall be deemed goods within the meaning of the UCC, except when to so deem such services as goods is unreasonable.
7. **JURISDICTION AND VENUE.** The RFB and any ensuing Contract, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of the Contract or breach thereof shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. By submitting a response to this Request for Proposal a Responder voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of this RFP, any ensuing Contract, or any breach thereof.
8. **HUMAN RIGHTS.** The Contract Vendor certifies that it will remain in compliance with Minn. Stat. 363A.36 during the life of this Contract. The Affirmative Action Data Page is attached and must be completed.
9. **INTELLECTUAL PROPERTY INDEMNIFICATION.** The Contract Vendor warrants that any materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of the Contract will not infringe or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the State, the State shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify the State against any losses, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the State.

If such a claim has occurred, or in the Contract Vendor's opinion is likely to occur, the Contract Vendor shall either procure for the State the right to continue using the materials or products or replacements or modified materials or products. If an option satisfactory to the State is not reasonably available, the State shall return the materials or products to the Contract Vendor, upon written request of the Contract Vendor and at the Contract Vendor's expense. This remedy is in addition to any other remedy provided by law.

**State Of Minnesota – Affirmative Action Certification**

If your response to this solicitation is or could be in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. **It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.**

**BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.**

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

–or–

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on \_\_\_\_\_ (date). [If the date is the same as the response due date, indicate the time your plan was received: \_\_\_\_\_ (time). **Proceed to BOX C.**
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

**Please note:** Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

**BOX B – For those companies not described in BOX A**

Check below.

- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

**BOX C – For all companies**

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Telephone number: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**For assistance with this form, contact:**

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5<sup>th</sup> St., Suite 700 St. Paul, MN 55101

TC Metro: (651) 296-5663

Toll Free: 800-657-3704

Web: [www.humanrights.state.mn.us](http://www.humanrights.state.mn.us)

Fax: (651) 296-9042

TTY: (651) 296-1283

Email: [employerinfo@therightsplace.net](mailto:employerinfo@therightsplace.net)

## State of Minnesota — Immigration Status Certification

By order of the Governor's Executive Order 08-01, vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

*E-Verify* program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and

2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

**I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.**

Name of Company: \_\_\_\_\_

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

Authorized Signature: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

If the contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the contract, and/or suspending or debarring the contract vendor from state purchasing.

### **For assistance with the *E-Verify* Program**

Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

### **For assistance with this form, contact:**

Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155

E-mail: [MMDHelp.Line@state.mn.us](mailto:MMDHelp.Line@state.mn.us)

Telephone: 651.296.2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

(01/08)

**REQUEST FOR PROPOSAL****Multi-State Contract for Digital Print and Copy Services  
Solicitation No. MP11015**

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While the primary purpose of this solicitation is to select a proposer(s) who can offer the services for all Participating States, proposers are permitted to propose on more limited geographical areas, however, not less than one full Participating State. Proposers must clearly describe the geographical limits (e.g. by State name) if proposing a geographical area less than that of all Participating States. If a Proposer elects to submit a Proposal for a single State, then the Proposer will not be allowed to add additional States following award or at any time during the term of the contract or any renewals.

A Participating State may evaluate and select a proposer for award in more limited geographical areas where judged to be in the best interests of the State or States involved. Administration of any such award(s) will be done by the Participating State(s) involved unless the awarded contract includes the Lead State in its geographical area.

WSCA, Participating States, and Purchasing Entities reserve the right to competitively solicit for additional sources for commodities during the contract term, where deemed to be in the best interests of the State(s) or entities involved. Further, Participating States may have existing awards for commodities within the scope of this solicitation.

Any Participating State reserves the right to award partial commodity categories or not participate in the award if deemed to not be in the best interests of that State.

Use of any resultant contract(s) may be permissive in whole or part in some Participating States or the entire award may be mandatory for a Participating State. Each State shall address this issue on their participating addendum.

This RFP is designed to provide interested proposers with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Proposers are at liberty, and are encouraged, to expand upon the specifications to evidence service and capability under any agreement.

**B. SUMMARY SCOPE OF WORK**

The scope of procurement includes digital print and copy services as listed in **ATTACHMENT 1– Pricing Proposal**.

Selected contractors shall accept orders from, and deliver services to approved purchasing entities.

**C. CONTRACT TERM**

The price agreement(s) shall become effective on or about January 1, 2011 for a term of **36 months**. The State of Utah reserves the option of extending the agreement(s) on an annual basis for **two (2) additional 12-month terms, or portions thereof**.

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## REQUEST FOR PROPOSAL

Multi-State Contract for Digital Print and Copy Services  
Solicitation No. MP11015

proposers, proposers, and contractors must secure from the Procurement Manager prior approval to the release of any information that pertains to the potential work or activities covered by this procurement or the contracts. The Contractor shall not make any representations of WSCA's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of this Contract without prior written consent of the Contract Administrator. Failure to adhere to this requirement may result in disqualification of the proposers proposal or termination of the contract for cause.

No announcement concerning the award of a contract as a result of this RFP can be made without the prior written approval of the Procurement Manager.

**11. News Releases**

News releases or other public disclosure of information pertaining to this RFP or the statewide contracts may not be published without the prior written permission of the State of Utah.

**12. Intent to Participate and Estimated Annual Spend Volume**

The following states have requested to be named in this RFP as a potential user of the resulting contracts. We anticipate that other states may sign on after the award process.

<u>State</u>	<u>Estimated Annual Volume of Spend</u>
Alaska	\$75,000
Arizona	(not available)
Colorado	(not available)
Hawaii	\$220,000
Minnesota	(not available)
Mississippi	(not available)
Nevada	\$250,000
New Mexico	(not available)
Rhode Island	(not available)
Utah	(not available)
Vermont	\$500,000
West Virginia	(not available)

**13. Contractor Responsibility**

The selected contractor(s) shall be solely responsible for fulfillment of the responsibilities under the terms and conditions of the price agreement. The procuring agencies will issue purchase orders and make payments to only the named contractor(s).

**At the present time, this contract for Digital Print and Copy Services will not be available to State of Utah agencies in Salt Lake County.**

**Political Subdivisions may use this contract.**

**All State Agencies and Political Subdivisions outside the Salt Lake County may use this contract.**

**REQUEST FOR PROPOSAL**  
**Multi-State Contract for Digital Print and Copy Services**  
**Solicitation No. MP11015**

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**State of Vermont**

**Additional Terms and Conditions  
for WSCA Participating Addendums**

**Vermont has environmental requirements that state as follows:**

The State of Vermont currently purchases 100% recycled content, PCF paper.

In addition, when contracting for services, specification requirements include the following:

Printing and Writing Paper: The State of Vermont requires at least 30% post-consumer recycled content for non-coated paper and at least 10% post-consumer recycled content for coated paper. Preference will be given to chlorine free options when suitable choices are available.

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

1. **Confidentiality:** The successful response will become part of the contract file and will become a matter of public record as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 V.S.A., Chapter 5, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.
2. **Appropriations:** If this contract extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this contract, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of exiting appropriation authority.
3. **Independence, Liability:** The Contractor will act in an independent capacity and not as officers or employees of the State.

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

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

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

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

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

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

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

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

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

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

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

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

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

5. **Set Off:** The State may set off any sums which the Contractor owes the State against any sums due the Contractor under this contract; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
6. **No Gifts or Gratuities:** Contractor shall not give title, or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this contract.
7. **Certification for apparel, footwear, and textiles (sweatshop prohibition):** Before commencing work on this contract, the contractor must provide certification from each supplier that meets the requirements of 29 V.S.A. §922(a) as well as a list of the names and addresses of each supplier, as required by 29 V.S.A. §922(b). Contractor certifies that if, at any time during the contract period, there are changes to the information in the certification or to the list of suppliers the contractor will promptly inform the Commissioner of Buildings and General Services of such changes.

**RFP:  
DATE:**

**CERTIFICATE OF COMPLIANCE**

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

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

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

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

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

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

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

Insurance Certificate(s): Attached \_\_\_\_\_ Will provide upon notification of award \_\_\_\_\_

Delivery Offered: \_\_\_\_\_ days after notice of award Terms of Sale: \_\_\_\_\_  
(If Discount)

Quotation Valid for: \_\_\_\_\_ days Date: \_\_\_\_\_

Name of Company: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_

\_\_\_\_\_ E-mail: \_\_\_\_\_

By: \_\_\_\_\_ Name: \_\_\_\_\_  
Signature (Bid Not Valid Unless Signed) (Type or Print)

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

**Offshore Outsourcing Questionnaire**

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

**Services:**

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

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

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

\_\_\_\_\_  
Name of Bidder:

\_\_\_\_\_  
Signature of Bidder:

\_\_\_\_\_  
Date

**ENVIRONMENTAL INFORMATION FORM  
June 1, 2008**

**RECYCLED MATERIALS OR PRODUCTS:**

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

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

**MERCURY CONTENT CERTIFICATION:**

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

ITEM	PART #	MERCURY CONTENT

\_\_\_\_\_  
Name of Bidder:

\_\_\_\_\_  
Signature of Bidder:

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

**TOWNS AND SCHOOLS QUESTIONNAIRE**

**PROVISIONS FOR THE PURCHASE OF SUPPLIES, MATERIALS, AND EQUIPMENT FOR TOWNS, SCHOOLS, POLITICAL SUBDIVISIONS, AND INDEPENDENT COLLEGES<sup>1</sup> OF THE STATE OF VERMONT**

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

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

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

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

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

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

\_\_\_\_\_  
RESPONSE TITLE:

\_\_\_\_\_  
FIRM NAME:

\_\_\_\_\_  
DATE:

\_\_\_\_\_  
BY:

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

## Question and Answers for Bid #MP11015 - Digital Print and Copy Services for WSCA Contract

### OVERALL BID QUESTIONS

#### Question 1

Page 10/49. Section 5. WSCA Administration Fee.

This appears to be rebate language, but then it goes on to state that some WSCA states may require an additional fee to be paid to that state of purchases made by entities within the state.

Can you tell us more on this topic to understand the expectations behind it since it doesn't explain which states, what those expectations may be, how much the fee might be, or when it might be applied. **(Submitted: Nov 4, 2010 9:28:25 AM MDT)**

#### Answer

- All responses should submit Pricing inclusive of the WSCA Administrative Fee. Suppliers will be held harmless, with any State Specific fees being included in the pricing for that State and will be addressed upon execution of a State Specific Participating addendum. **(Answered: Nov 22, 2010 5:40:36 PM MST)**

#### Question 2

Page 13/49. Section 12. Intent to Participate

This lists four states willing to be named and their approximate spend. The other states have no spend associated with them.

Do you have any data points you can give us on spend on the other states -- the answer would help us clarify the next two items. **(Submitted: Nov 4, 2010 9:28:47 AM MDT)**

#### Answer

- Unfortunately we do not have any additional data on these other states beyond their desire to participate in this contract. **(Answered: Nov 22, 2010 5:40:36 PM MST)**

#### Question 3

Page 17/49. Section 2. Product and Services Overview

You want toll-free fax lines and a dedicated website that we must provide with all the agreement information, service maps, and all contact information for customer service/billing resolutions, etc.

Will it suffice to provide the customer support lines, maps, etc. that we provide on our website for all customers?

**(Submitted: Nov 4, 2010 9:32:35 AM MDT)**

#### Answer

- There must be a personalized website for each participating State. Toll-free lines do not need to be specific to WSCA, but must have access to State specific information. **(Answered: Nov 22, 2010 5:40:36 PM MST)**

#### Question 4

Page 21/49. Bullet – Support Personnel

We provide a team member resource in each of the 1800 retail locations and access to our toll free line and online service.

Can you give us a little more information on what your expectations are here. **(Submitted: Nov 4, 2010 9:33:56 AM MDT)**

#### Answer

- As per the RFP, under Customer Service, Support Personnel:

- a. Proposers must identify by name and location both the proposed primary account representative and the marketing supervisor who will be responsible for the performance of the agreement.
- b. Proposers shall provide each Authorized Purchaser with customer service representatives assigned to handle questions and resolve all problems that arise.
- c. Service representatives shall be available by telephone, at a minimum, from 8:00 am to 5:00 pm in EACH time zone, Monday through Friday.
- d. All service representatives shall have online access to account information and provide a timely response (2 hours) to inquiries concerning the status of contract pricing, account and billing questions, and contract compliance requirements.
- e. Describe in detail the process that shall be used to ensure adequate service representatives will be available. **(Answered: Nov 22, 2010 5:40:36 PM MST)**

#### Question 5

We have standard billing and reporting --- can you specify what you are requiring in this area? **(Submitted: Nov 4, 2010 9:34:20 AM MDT)**

#### Answer

- We encourage you to articulate what your standard reports are.

Sales Reports should be accessible to the end user.

In most cases, it is anticipated that standard reports will meet our needs. Reports are expected to provide, at a minimum; dollar amounts, purchaser, items purchased, date of sale. **(Answered: Nov 22, 2010 5:40:36 PM MST)**

#### Question 6

By responding, are we are locked into all of the terms and conditions of the RFP? **(Submitted: Nov 4, 2010 9:35:08 AM MDT)**

#### Answer

- Yes. **(Answered: Nov 22, 2010 5:40:36 PM MST)**

#### Question 7

On Page 75 there is a reference to Attachment C "Standard State Contract Provisions" and Attachment D "Commodity Purchases Terms and Conditions. I believe this pertains to Vermont. NO attachments are included. Can you please provide or explain? (Submitted: Nov 8, 2010 1:10:09 PM MST)

**Answer**

- An incorrect Attachment was received and an addendum will be issued to resolve this. (Answered: Nov 22, 2010 5:40:36 PM MST)

**Question 8**

Section A Page 4 – "While the primary purpose of this solicitation is to select a proposer(s) who can offer the services for all Participating States, proposers are permitted to propose on more limited geographical areas, however, not less than one full Participating State."

Questions: 1: If a vendor bids most of the States but currently cannot support a few states, will the vendor be able to offer the contract, if awarded, to the formally excluded states in the RFP? 2: If a vendor is bidding all the States, may a vendor call out a few states where they will be able to offer Print and Copy services but with some limitations? (Submitted: Nov 11, 2010 12:32:20 PM MST)

**Answer**

- 1: Vendors cannot add additional states beyond those listed in their response.

2: Question is not specific enough for us to respond. Any Limitations will need to be clearly detailed within the response, and will be reviewed by the evaluation committee. (Answered: Nov 22, 2010 5:40:36 PM MST)

**Question 9**

Part B Page 4 - "Contractors are required to offer warranty on services provided under these agreements, as well as technical support services."

Questions: 1: Will the State drop this clause or change it to closer reflect the product and services requested per the solicitation? 2: If not, what kind of warranty is the State referring to? Will it be based on meeting the specification of the project; i.e. paper; type of printing, covers etc.? Please explain. (Submitted: Nov 11, 2010 12:35:06 PM MST)

**Answer**

- An addendum will be issued striking this sentence from the Part B p.4 of 49.

Please refer to the "Warranty" clause p.44 of 49 for specifics. (Answered: Nov 22, 2010 5:40:36 PM MST)

**Question 10**

Part C Page 4 CONTRACT TERM - provides The State of Utah has the sole right to extend the contract "The price agreement(s) shall become effective on or about January 1, 2011 for a term of 36 months. The State of Utah reserves the option of extending the agreement(s) on an annual basis for two (2) additional 12-month terms, or portions thereof."

However - Page 8 sections 2. Length of Contract – It provides for Mutual agreement to extend "The Contract resulting from this RFP will be for an initial period of three (3) years. The contract may be extended beyond the original contract period for two (2) additional 12-month terms, or portions thereof, on a year by year basis at the State's discretion and by mutual agreement and upon review of current market conditions and contractor performance."

Question: Could the State please clarify that extensions are mutually agreed to? (Submitted: Nov 11, 2010 12:38:27 PM MST)

**Answer**

- Yes, extensions will be enacted through mutual agreement. (Answered: Nov 22, 2010 5:40:36 PM MST)

**Question 11**

Section II.C.3 Page 9 - Price Guarantee Period - All pricing must be guaranteed for the first year of the contract.

"Following the first year, any request for price adjustment must be for an equal guarantee period, and must be made at least 60 days prior to the effective date. Requests for price adjustment must be mutually agreed upon by both WSCA and the contractor(s) and include conclusive evidence of a need for a price change is substantiated by the Producer Price Index, Consumer Price Index or similar pricing guide."

Questions: 1: What happens if prices are not mutually agreed to? 2: May vendors add products and services within the scope of the agreement as they become available? If so, what is the process? 3: May vendors provide for special quoted prices lower than the stated solicitation price based on the specific order size or special requirements? (Submitted: Nov 11, 2010 12:43:28 PM MST)

**Answer**

- 1: If pricing cannot be mutually agreed to, contract will terminate at the end of the contract term.

2: All requests to add additional products and services must be submitted to the WSCA Contract Administrator for prior approval. These cannot be added until formal approval is received.

3: Yes (Answered: Nov 22, 2010 5:40:36 PM MST)

**Question 12**

Section II.C.3 Page 9 - Price Guarantee Period "The State will be given the immediate benefit of any decrease in the market, or allowable discount."

Question: We receive monthly updates of price changes and will report to the State on a monthly basis any decreases for their approval. Will that be acceptable? (Submitted: Nov 11, 2010 12:58:56 PM MST)

**Answer**

- Yes. (Answered: Nov 22, 2010 5:40:36 PM MST)

**Question 13**

Section II.C.7 Page 11 – Participating Addendums - Paragraph 2: "A Participating Addendum allows for each Participating State to add terms and conditions that may be unique to their State. The Participating State and the Contractor shall negotiate and agree upon any additional terms and conditions prior to the signing and execution of the

Participating Addendum."

Question: To clarify; all participating addendums including the States who presented their Terms and Conditions in the solicitation will come under the same terms stated above; correct? Therefore, vendors do not need to address these separate state's Terms and Conditions in the response and they will be negotiated post bid award; correct? (Submitted: Nov 11, 2010 1:02:35 PM MST)

**Answer**

- Respondents are obligated to be bound by all Terms and Conditions in this RFP, including any State Specific. (Answered: Nov 22, 2010 5:40:36 PM MST)

**Question 14**

Per the pre-bid meeting discussion Nov 10, 2010, is it correct that the State requires a special toll free customer service number(s) to be staffed with Copy and Print specialist to be used for the WSCA contract? (Submitted: Nov 11, 2010 1:04:10 PM MST)

**Answer**

- No. Service Representatives need to be able to articulate the specifics of the WSCA contract and State Specific information. (Answered: Nov 22, 2010 5:40:36 PM MST)