454 -2026

September Session of the July Adjourned Term 2026

10th Day of September 2026

Now on this day, the County Commission of the County of Boone does hereby approve the attached K-9 Basic Training Agreement between Boone County and the following:

- Maries County Sheriff's Office

The terms of the agreement are set out in the attached. The Presiding Commissioner is authorized to sign said agreement.

Done this 10th day of September, 2026.

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

Brianna L Lennon SEAL
Brianna L. Lennon
Clerk of the County Commission

COOPERATIVE AGREEMENT
FOR K-9 BASIC TRAINING SERVICES

THIS AGREEMENT dated the 10 day of September, 2026, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and the Maries County Sheriff's Office (Agency):

WHEREAS, BCSO can provide K-9 basic training through its certified K-9 training staff; and

WHEREAS, BCSO can assist Agency in selecting a canine for purchase from an approved vendor to receive the training; and

WHEREAS, Agency desires to procure a canine to receive training from a vendor approved by County and train one of Agency's officers as that canine's handler through the BCSO's K-9 basic training program; and

WHEREAS, County and Agency have the authority to cooperate with each other for the purposes of this Agreement pursuant to RSMo §70.220;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. **ASSISTANCE WITH PROCUREMENT OF CANINE.** County's K-9 trainer will provide advice on the selection of an appropriate canine from a vendor approved by County. The approved vendor will provide a minimum of a 6-month trainability guarantee and a 1-year health guarantee on a purchased canine that will run to the benefit of Agency. County will provide Agency with information about approved vendors.

2. **TRAINING.** BCSO agrees to provide Agency's K-9 handler and canine basic training by and through BCSO's certified staff. Training areas will include obedience and narcotics detection with respect to cocaine, heroin, and methamphetamines. The training shall consist of not less than twenty (20) sessions, with each session consisting of approximately one, 8-hour day. The training will be conducted over a period of four (4) weeks, Monday – Friday, in regularly-scheduled sessions during that 4-week period. Agency will receive a certificate documenting successful completion of the BCSO's program if the K-9 team meets the standards and requirements of the Missouri Police Canine Association at the conclusion of the training contemplated herein.

3. **EMPLOYED STATUS OF K-9 HANDLER.** Agency agrees that the training contemplated herein is within the scope and course of its handler's employment and Agency will be responsible for all appropriate compensation and the provision of Worker's Compensation coverage to Agency's employee. Agency's handler will execute a Waiver & Release as set out in the attached Exhibit "A" prior to being permitted to participate in the training.

4. **CONTRACT PRICE AND PAYMENT.** Agency shall pay County a total sum of Two Thousand Dollars ($2,000.00) for the training contemplated herein, calculated at a rate of $100.00/session. Agency may pay the full amount upon execution of this contract or, at Agency's option, Agency shall pay one-half, or $1,000.00, upon execution of this contract and the remaining one-half, or $1,000.00, after ten (10) sessions have been completed.

5. **TERM AND TERMINATION.** The Agreement contemplates training sessions to commence on or about the 19th day of October, 2026, and sessions will proceed consecutively, Monday –

Friday, for a period of four (4) weeks as scheduled by County. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate. Upon termination for convenience by either party, the parties will reconcile the payments paid and/or due based on the number of sessions attended at the rate of $100.00 per session (with each session being approximately one, 8-hour day).

6. **MODIFICATION AND WAIVER.** No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.

7. **FUTURE COOPERATION**. The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.

8. **ENTIRE AGREEMENT.** The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.

9. **AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

SO AGREED.

AGENCY: Maries Co Sheriff

By: Sheriff Mark Morgan

Printed Name: Sheriff Mark Morgan

Dated: 8/18/2026

ATTEST: _____

BOONE COUNTY, MISSOURI

By: _____
Daniel K. Atwill, Presiding Commissioner
kp kendrick

Dated: _____

ATTEST: Brianna L Lennon SEO
Brianna L. Lennon, County Clerk

APPROVED – BCSO: _____
Dwayne Carey, Sheriff

APPROVED AS TO FORM: _____
Dykhouse, Boone County Counselor

ACKNOWLEDGED FOR BUDGETING & AUDITING PURPOSES: Kyle Riemon by A.N.C.
County Auditor

Revenue Account
2570-3569

Exhibit "A"

INFORMED CONSENT WAIVER AND RELEASE

ASSUMPTION OF RISKS: I acknowledge that participation in the BCSO Basic Single Purpose K-9 Training Class [hereinafter the "Program"] involves physical activities which, by their very nature, carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These physical activities involve strenuous exertions of strength using various muscle groups and also involve quick movements using speed and change of direction, all of which could result in injury. These risks range from minor bruises and scratches to more severe injuries, including the risk of heart attacks or other catastrophic injuries. I understand and appreciate that these physical activities carry certain inherent risks and I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

WAIVER AND RELEASE: In consideration of accepting my entry into this Program, I hereby, for myself, my heirs, executors, administrators, or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge the Boone County Sheriff's Office, Boone County, Missouri, and/or its employees and agents engaged by them for any purpose relating to the Program that I have been permitted to participate in. This release and waiver extends to all claims of every kind of nature, whatsoever, foreseen or unforeseen, known or unknown.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to indemnify and hold harmless the Boone County Sheriff's Department, Boone County, Missouri, and/or its employees and agents all from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, that result from my participation in or involvement with the Program.

Waivers and Releases for minors are accepted only with a parent/guardian signature.

Signature of Participant/Date

8/17/2026

Printed Name of Participant

Kevin Green

455 -2026

September Session of the July Adjourned Term 20 26

10th Day of September 20 26

Now on this day, the County Commission of the County of Boone does hereby approve contract C001070 (State of Missouri Cooperative Contract CT241929020) with SumnerOne, Inc. for a copier for Boone County Public Safety Childcare Center. The terms of the contract are set out in the attached contract, and the Presiding Commissioner is authorized to sign the same.

Done this 10th day of September, 2026.

Kip Kendrick
Presiding Commissioner

ATTEST:

Brianna L. Lennon SED
Brianna L. Lennon
Clerk of the County Commission

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

5551 S. Tom Bass Road
Columbia, MO 65201
Phone: (573) 886-4391

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: September 2, 2026
RE: Cooperative Contract Award: C001070 (State of Missouri cooperative contract CT241929020 based on NASPO Valuepoint contract CT241929) - Copier for Boone County Public Safety Childcare Center with SumnerOne, Inc.

Boone County Public Safety Childcare Center requests permission to utilize the State of Missouri cooperative contract CT241929020 based on NASPO Valuepoint contract CT241929 with SumnerOne, Inc. to purchase one Kyocera TASKalfa MZ5001ci Color copier with maintenance. The county contract number is C001070.

Total cost of copier is $8,024.81 and will be paid from department 4131 – Childcare Center Construction, account 71231 – Owner Costs. The Auditor's office confirmed there is enough appropriations in the class to cover the cost.

Maintenance is $0.0049 per black & white print and $0.0387 per color print billed in arrears.

cc: Contract File

09/02/26
RQST DATE

PURCHASE REQUISITION
BOONE COUNTY, MISSOURI

5960 — VNDR #

Sumnerone — VENDOR NAME

CT241929020 — BID #

Ship to Dept #: 2017 E. County Drive, Columbia, MO 65202 **Bill to Dept #:** 4131

Dept	Account	Item Description	Qty	Unit Price	Amount
4131	71231	Copier: Kyocera TASKalfa MZ5001ci	1	$8,024.81	$8,024.81
		For Public Safety Childcare Center			$0.00
		See contract for details			$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
				GRAND TOTAL:	8,024.81

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Approving Official

Prepared By

Auditor Approval

C:\Users\kkendrick\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\L81E117R\C001070 (CT241929020) - Copier - Public Safety

Melinda Bobbitt

From: Aaron Neugarten
Sent: Wednesday, September 2, 2026 11:28 AM
To: Melinda Bobbitt
Cc: Ami Hayse
Subject: RE: Childcare Copier

Melinda,

The coding is correct. As far as budgeted, we technically don't have an amount. We will be creating a budget amendment. However, you do not have to wait on one. We will have enough appropriations in the class to cover the cost.

Let me know if you have any questions.

Thank you,

Aaron Neugarten
Accountant/Financial Analyst
Auditor's Department / Boone County Government, Missouri
801 E. Walnut Street, Room 304 / Columbia, MO 65201
tel: 573.886.4276
aneugarten@boonemo.gov

From: Melinda Bobbitt <MBobbitt@boonemo.gov>
Sent: Wednesday, September 2, 2026 11:24 AM
To: Aaron Neugarten <ANeugarten@boonemo.gov>
Cc: Ami Hayse <AHayse@boonemo.gov>
Subject: FW: Childcare Copier
Importance: High

Aaron,

I'm preparing the contract and Purchase Requisition for the attached copier. Do I use 4131-71231? How much is budgeted for it?

Thanks,
Melinda

From: Andie Smolanovich <asmolanovich@sumnerone.com>
Sent: Monday, August 31, 2026 5:06 PM
To: Ami Hayse <AHayse@boonemo.gov>; Melinda Bobbitt <MBobbitt@boonemo.gov>
Subject: RE: Childcare Copier
Importance: High

Gen. Business - For Profit Details as of 12/21/2025

Required Field *

To File Documents - select the filing from the "Create Filing" list, then click FILE ONLINE.

To terminate an entity two documents are required:
General Business and Nonprofit - Articles of Dissolution followed by Articles of Termination
Limited Liability Companies - Notice of Winding up followed by Articles of Termination

File Registration Reports - click FILE REGISTRATION REPORT.

Copies or Certificates - click ORDER COPIES/CERTIFICATES.

RETURN TO SEARCH RESULTS

Create Filing

Articles of Amendment

FILE ONLINE

ORDER COPIES/ CERTIFICATES

General Information | Filings | Principal Office Address

Name(s)	SUMNERONE, INC.
Type	Gen. Business - For Profit
Domesticity	Domestic
Registered Agent	Sumner, Edmund C 6691 Manchester Ave St. Louis, MO 63139
Date Formed	4/25/1984
Duration	Perpetual
Renewal Month	January
Report Due	4/30/2026

Principal Office Address	6717 Waldemar Ave Saint Louis, MO 63139-3533
Charter No.	00263656
Home State	MO
Status	Good Standing

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An official website of the United States government Here's how you know

Financial Assistance Listing Data Field Updates Coming Soon Show Details
Dec 16, 2025

See All Alerts

Revolutionary FAR Overhaul Impacts to SAM.gov Show Details
Aug 15, 2025

SAM.GOV®

Home Search Data Bank Data Services Help

Search

All Words e.g. 1606N020Q02

Filter By

Keyword Search

For more information on how to use our keyword search, visit our help guide

Simple Search | Search Editor

- Any Words
- All Words
- Exact Phrase

e.g. 123456789, Smith Corp

Classification

Excluded Individual

Excluded Entity

Entity Name

e.g. ABC Inc

sumnerone

Unique Entity ID

e.g. HTYR9YJHK65L

CAGE / NCAGE

Enter CAGE/NCAGE Code

Federal Organizations

Exclusion Type

Exclusion Program

Location

Dates

Reset

Entity Information | All Entity Information | Entities | Disaster Response Registry | Responsibility / Qu

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GSA

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Commission Order # 455-2026

PURCHASE AGREEMENT FOR
(1) PHOTOCOPIER WITH MAINTENANCE
FOR BOONE COUNTY CHILDCARE CENER

THIS AGREEMENT, C001070, dated the 10 day of September 2026 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **SUMNERONE, INC.,** herein "Contractor."

IN CONSIDERATION of the parties' performance of the respective obligations contained herein, the parties agree as follows:

1. ***Contract Documents*** - This agreement shall consist of this Purchase Agreement for a contract for a **Photocopier with Maintenance** in compliance with the State of Missouri Contract **CT241929020** (based on NASPO ValuePoint contract **CT241929),** SUMNERONE'S quote dated August 31, 2026, issued by Andie Smolanovich, Boone County Insurance Requirements, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specifications and literature submitted with bid response may be permanently maintained in the County Purchasing Office file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement with Boone County Missouri Standard Terms and Conditions and the State of Missouri contract CT241929020 (based on NASPO ValuePoint contract CT241929) shall prevail and control over the vendor's quote responses.

2. ***Purchase*** - The County agrees to purchase from the Contractor, and the Contractor agrees to supply the County with the following equipment:

Boone County Public Safety Childcare Center – Attn: Ami Hayse, 2017 E. County Drive, Columbia, MO 65202. Phone: 573-448-7048.

Copier: One (1) Kyocera TASKalfa MZ5001ci $8,024.81
New Photocopier includes the following:
AK-7110 Attachment Kit for DF-7120 / DF-7110 / DF-7130 / DF-7140 – 170SZOUNO
DF-7120 1,000 Sheet Finisher 1203RV2USO
DP-7160 320 Sheet Dual Scan Document Processor TA-2554/3554CI = 1203TC6USV
PF-7140 Dual 500 Sheet Paper Trays 1203V42USV

Pricing includes all parts, labor, drums, toner, developer, supply freight, on-site service, support, and replacement guarantee. Paper & Staples are excluded.

Copier Maintenance: All black and white impressions at $0.0049 / impression. All color impressions at $0.0387 / impression. County will notify Contractor on how to bill for actual usage: monthly, quarterly, or annually.

3. ***Maintenance*** **–** The following shall apply to all copiers within this agreement. Maintenance includes all parts, labor, drums, toner and developer; only paper and staples are excluded. **Maintenance pricing remains firm through December 31, 2031.**

(5) Year Replacement Guarantee on equipment through 12/31/31

- Average response time is 4 hours or less
- Performance Guarantee with Loaner Program
- Factory parts re-stocked daily, factory trained technicians
- Non-stop continuous training
- Unlimited service calls

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- Contractor's on-site maintenance for copier shall include preventative maintenance calls and all remedial service calls required by County and found to be necessary by the service representative to maintain the equipment in optimum operating condition (unlimited service calls). County expects repair response time to County copier location to be four (4) to six (6) business hours from the date and time a service call is placed. Device must be up and running within eight (8) business hours of our call. In the event a machine cannot be put into good working order to County satisfaction, Contractor shall replace the equipment, upon County request, with a comparable unit at no charge. If the original equipment cannot be repaired to the satisfaction of the County, permanent replacement equipment with equal or greater specifications must be provided, at no cost to the County. The Contractor's responsibility for permanent replacement will be five (5) fiscal years following the year equipment is installed and accepted by the County.

4. ***Trade-in Copiers:*** No trade-in copier.

5. ***Delivery*** **and Installation**: Contractor agrees to deliver, set-up, connect and provide training of copier within 10 days after receipt of Purchase Order.

6. ***Billing and Payment*** - All billing shall be invoiced to the ordering department and billings may only include the prices listed within. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges specified in the Contractor's quote. The County agrees to pay all invoices within thirty days of receipt following successful installation and connectivity of copier(s); Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

7. ***Binding Effect*** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

8. ***Entire Agreement*** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

9. ***Termination*** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

a. County may terminate this agreement due to material breach of any term or condition of this agreement, or

b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or

c. Termination for Convenience – County may terminate this Agreement for any reason or for no reason upon sixty (60) days' written notice to contractor, or

d. If appropriations are not made available and budgeted for any calendar year.

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IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

SUMNERONE, INC.

by Signed by: Andie Smolanovich 8187B3D1FC10499...

title Technology Sales

BOONE COUNTY, MISSOURI
by: Boone County Commission

Signed by: kip kendrick 2B83ECDD7F6E4A6...

Kip Kendrick Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by: 7D71DEAEB9D74DD...

CJ Dykhouse, County Counselor

ATTEST:

Signed by: Brianna L. Lennon 242B827B32F14BF...

Brianna L. Lennon, County Clerk

AUDITOR CERTIFICATION
In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract.

Signature	Date	Appropriation Account
DocuSigned by: Kyle Rieman by AN. 8E8FE1148A274E1...	9/2/2026	4131-71231 / $8,024.81

Docusign Envelope ID: 4A8EA53A-A877-8E44-80E5-83C06D9C2644

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.

2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.

3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.

4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.

5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.

6. The delivery date shall be stated in definite terms.

7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.

8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.

10. Prices must be as stated in units of quantity specified and must be firm.

11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.

12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.

13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

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14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

16. Pursuant to Section 34.600 RSMo, for contracts $100,000 and greater, Contractor/Vendor certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

17. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.

18. **Equipment and serial and model numbers -** The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

19. All equipment and supplies offered in a quote must be new, of current production, and available for marketing by the manufacturer unless the County clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.

20. This agreement may be extended beyond the expiration date by order of the County on a month-to-month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.

21. The County as a public governmental body is subject to the Missouri Sunshine Law (Chapter 610 RSMo) and will comply with requests for documents in accordance with that law.

Revised 01/10/24

Docusign Envelope ID: 4A8EA53A-A877-8E44-80E5-83C06D9C2644

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form, and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

Employers Liability and Workers Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers' Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be $500,000.00 for each employee, $500,000.00 for each accident, and a $500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than $1,000,000.00 per occurrence/$ 2,000,000 aggregate covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

A contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **The contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**

Business Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than $1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams, and trucks; non-owned and both on and off the site of work.

Subcontractors: The contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of the County. The contractor shall provide to the County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

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Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal, or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

INDEMNITY AGREEMENT: To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with a contractor or a subcontract for part of the services), of anyone directly or indirectly employed by the contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials, or any of its employees in the course of their official duties. Nothing in the insurance procured as required herein shall be interpreted so as to waive any sovereign immunity, official immunity, or other immunity defense available to the County as a political subdivision in the State of Missouri. It is not the County's intent or desire to procure insurance that would operate as a waiver of any such immunity defense.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
5551 S. Tom Bass Road
Columbia, MO 65201

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SUMNER ONE

Proposal for:

BOONE COUNTY – Childcare Center

Attn: Ami Hayse

Prepared by:

Andie Smolanovich
Email; asmolanovich@sumnerone.com
Phone: 573-303-7745

08/31/26



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PROPOSED MODELS - Childcare Center

Recommended Equipment Configurations

Kyocera TASKalfa MZ5001ci



Proposed Accessories:

- AK-7110 Attachment Kit for DF-7120 / DF-7110 / DF-7130 / DF-7140 -1703SZ0UN0-
- DF-7120 1,000 Sheet Finisher -1203RV2US0-
- DP-7160 320 Sheet Dual Scan Document Processor TA-2554/3554CI -1203TC6USV-
- PF-7140 Dual 500 Sheet Paper Trays -1203V42USV-

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PROPOSED MODELS - Childcare Center

Recommended Investment Schedule

Purchase Price

(NASPO)

$8,024.81

Maintenance and Supplies – INCLUDED!

Includes all Parts, Labor, Drums, Toner, Developer, Supply Freight, On-Site Service, Support, and Replacement Guarantee. Paper & Staples are excluded.

B&W Impressions Included:	**0**
Additional B&W Impressions to be invoiced at:	**$0.0049**
Color Impressions Included:	**0**
Additional Color Impressions to be invoiced at:	**$0.0387**

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NOTICE OF CONTRACT RENEWAL

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
http://oa.mo.gov/purchasing

CONTRACT NUMBER	CONTRACT TITLE
CT241929020	Multi-Function Devices and Related Software, Services and Cloud Solutions – Statewide
AMENDMENT NUMBER 01	**CONTRACT PERIOD** August 1, 2026 through July 31, 2027
REQUISITION/REQUEST NUMBER N/A	**MissouriBUYS SYSTEM ID/MOVER SUPPLIER ID NUMBER** MB00094450/ 1008778
CONTRACTOR NAME AND ADDRESS SumnerOne 6717 Waldemar St. Louis, MO, 63139	**STATE AGENCY'S NAME AND ADDRESS** Various State Agencies throughout the State of Missouri

ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:

The State of Missouri hereby exercises its option to renew the contract pursuant to the following State of Missouri contract renewals:

- CT241929001 (Canon U.S.A. Inc)
- CT241929002 (HP, Inc)
- CT241929003 (Konica Minolta Business Solutions U.S.A., Inc)
- CT241929004 (Kyocera Document Solutions America, Inc)

All other terms, conditions and provisions of the contract, including all prices, shall remain the same throughout the above contract period and apply hereto.

SIGNATURE OF CONTRACTOR IS NOT REQUIRED ON THIS DOCUMENT.

BUYER	BUYER CONTACT INFORMATION
Emily Thompson	Email: Emily.thompson@oa.mo.gov Phone: (573) 751-8897 Fax: (573) 526-9816
SIGNATURE OF BUYER Emily Thompson	**DATE** 6/11/26

DIRECTOR OF PURCHASING

Stacia L. Dawson

Docusign Envelope ID: 4A8EA53A-A877-8E44-80E5-83C06D9C2644

NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
http://oa.mo.gov/purchasing

CONTRACT NUMBER CT241929020	**CONTRACT TITLE** Statewide—Multi-Function Devices and Related Software, Services, and Cloud Solutions
AMENDMENT NUMBER N/A	**CONTRACT PERIOD** October 21, 2024 through July 31, 2026
REQUISITION/REQUEST NUMBER N/A	**MissouriBUYS SYSTEM ID** MB00094450
CONTRACTOR NAME AND ADDRESS SumnerOne 6717 Waldemar St. Louis, MO, 63139	**STATE AGENCY'S NAME AND ADDRESS** Various agencies throughout the State of Missouri

ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:

In accordance with section 34.046, RSMo, contract CT241929020 between the State of Missouri and SumnerOne is hereby awarded by the State of Missouri consisting of the attached documentation as specified on page 2 of the attached Cooperative Contract Procurement document.

SumnerOne is a reseller for HP Inc, Kyocera Document Solutions America Inc., Canon U.S.A. Inc., and Konica Minolta Business Solutions

BUYER Amina Acelam	**BUYER CONTACT INFORMATION** Email: Amina.A.Acelam@oa.mo.gov Phone: (573) 751- 7076 Fax: (573) 526-9816
SIGNATURE OF BUYER Amina Acelam	**DATE** October 21, 2024

DIRECTOR OF PURCHASING

Karen S. Boeger

Docusign Envelope ID: 4A8EA53A-A877-8E44-80E5-83C06D9C2644

State of Missouri

Office of Administration, Division of Purchasing

Cooperative Contract (COOP) for Statewide - NASPO ValuePoint Multi-Function Devices and Related Software, Services, and Cloud Solutions

COOP CONTRACT NUMBER NO.:	**CT241929020**
COOP CONTRACT ISSUED ON BEHALF OF:	**Various State Agencies Throughout the State of Missouri**
ISSUE DATE:	**8/13/2024**
CONTRACT PERIOD:	**Effective Date of Contract through July 31, 2026**
REQUISITION NO.:	**N/A**

REQUESTED RESPONSE DATE: 8/27/2024

Response may be submitted by e-mail to the buyer or record or mail, courier, or hand-delivered to the Division of Purchasing at 301 W. High Street, Rm. 630, Jefferson City, MO 65101.

COOP CONTACT INFORMATION:

BUYER: Amina Acelam
PHONE NO.: (573) 751-7076
EMAIL: Amina.A.Acelam@oa.mo.gov

DELIVER SUPPLIES/SERVICES FREE ON BOARD (FOB) DESTINATION TO THE FOLLOWING ADDRESS:

Various State Agencies Throughout the State of Missouri

Vendor's Organization Name:	**SumnerOne, Inc.**		
MissouriBUYS System ID:	MB00094450		
Point of Contact:	**Jackie Fischer**		
Phone Number:	**314-633-8032**	**Email Address:**	**jfischer@sumnerone.com**
Mailing Address:	**6717 Waldemar Ave**		
City/State/Zip:	**St. Louis, MO. 63139**		
Vendor Tax Filing Type with IRS (check one):	☒ Corporation ☐ Individual ☐ State/Local Government ☐ Partnership ☐ Sole Proprietor ☐IRS Tax-Exempt		

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The Contractor hereby agrees to provide the services and/or supplies described in the attached NASPO ValuePoint *Contracts* **#187822; #187646; #189398; #187962** *for the State of Missouri subject to the conditions stated on page 2. The Contractor further agrees that when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the Contractor and the State of Missouri.*

Authorized Signature	**Date** 9/30/2024
Printed Name Kevin Snyder	**Title** Head of Sales

ATTENTION:

1. After reviewing the Cooperative Contract Document (COOP), the contractor must complete and return the **cover page above and all necessary exhibits**.
2. Due to lead times for obtaining the information needed to complete the various **Business Compliance Exhibits** herein as explained in the cooperative contract document's Vendor Response Exhibits, the vendor are encouraged to IMMEDIATELY begin securing these verifications.
3. The vendor must be registered in MissouriBUYS in an "**Approved" registration status** in MissouriBUYS **to be considered for a contract award**. Reference Section 5.

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Cooperative Contract Organization:

COOP Sections	Section 1	Introduction and Background Information Section
	Section 2	Scope of Work Section
	Section 3	Terms and Conditions Section
	Section 4	General Contractual Requirements Section
	Section 5	Vendor Submission and Award Information Section
COOP Vendor Response Exhibits	Exhibit A	Response Submittal Checklist
	BUSINESS COMPLIANCE EXHIBITS	
	Exhibit B	State of Missouri Tax Compliance
	Exhibit C	Registration of Business Name with the Missouri Secretary of State
	Exhibit D	Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
	Exhibit E	Anti-Discrimination Against Israel Act Certification
	Exhibit F	Services Outside the United States
	Exhibit G	Employee/Conflict of Interest
	Exhibit H	Federal Funding Unique Identity ID

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1. INTRODUCTION AND BACKGROUND INFORMATION SECTION

1.1 Introduction:

1.1.1 Purpose: This document constitutes a request from the State of Missouri, Office of Administration, Division of Purchasing, to enter into a cooperative contract for the provision of Multi-Function Devices and Related Software, Services, and Cloud Solutions as set forth herein for various state agencies throughout the State of Missouri (hereinafter collectively referred to as "state agency") in accordance with the requirements, provisions, and pricing specified herein.

1.2 Cooperative Contract Authority:

1.2.1 Section 34.046, RSMo, allows the commissioner of administration may also participate in, sponsor, conduct or administer a cooperative purchasing agreement whereby supplies are procured in accordance with a contract established by another governmental entity provided that such contract was established in accordance with the laws and regulations applicable to the establishing governmental entity.

1.3 General Instructions and Requirements:

1.3.1 The vendor must complete and sign the first page of this document, thereby agreeing to provide the referenced products and/or services under the requirements, terms and conditions provided herein. Contractor signature is required to confirm the offer to contract for the products and/or services described herein and to confirm agreement that upon receipt of a Notice of Award signed by an authorized official from the State of Missouri, Division of Purchasing, a binding procurement contract shall exist between the vendor and the State of Missouri. Invoices for products and/or services provided for the State of Missouri must be submitted to the address shown on Page 1.

1.4 Glossary of Terms and Acronyms:

1.4.1 Whenever the following terms and acronyms appear in the cooperative contract document or any addendum thereto, the definitions or meanings described below shall apply.

1.4.2 General Glossary, Acronyms, and Abbreviations:

a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing (Purchasing)**. The agency is also responsible for payment, unless otherwise specified herein.
b. **Amendment** means a written, official modification to a contract.
c. **Attachment** applies to all documents which are included with cooperative contract document to incorporate any informational data or requirements related to the performance requirements and/or specifications.
d. **Buyer** means the procurement staff member of Purchasing.
e. **Code of State Regulation (CSR)** contains the current administrative rules of executive agencies of Missouri government. The regulations are arranged by agency rather than by subject.
f. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
g. **Contractor** means a supplier, offeror, person, or organization who is a successful vendor as a result of a cooperative contract and who enters into a contract.
h. **Exhibit** applies to forms which are included with a cooperative contract document for the vendor to complete and submit with their response.
i. **May** means that a certain feature, component, or action is permissible, but not required.
j. **Must** means that a certain feature, component, or action is a mandatory condition.
k. **Party** refers to either the State of Missouri or the contractor as an entity that may enter into a contract pursuant to the terms herein.

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l. **Purchase Order** means the authorized document issued by the state agency to the contractor indicating descriptions, quantities, and agreed prices for products and/or services.
m. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Purchasing.
n. **Shall** has the same meaning as the word must.
o. **Should** means that a certain feature, component and/or action is desirable but not mandatory.
p. **State** collectively referring to the state government and/or the agencies thereof.
q. **Vendor** means the supplier, offeror, person, or organization that responds to a cooperative contract by submitting a response to the cooperative contract document.

******END OF INTRODUCTION AND BACKGROUND INFORMATION SECTION******

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2. SCOPE OF WORK SECTION

2.1 General Requirement:

2.1.1 The contractor shall perform the services/provide the supplies specified by the ordering state agency, at the firm, fixed prices specified in the contract established between the State of Colorado and Kyocera Document Solutions America Inc., Canon U.S.A. Inc., HP Inc., and Konica Minolta Business Solutions. All references to the State of Colorado, in the attached documentation shall be deemed to refer to the State of Missouri with the exception of information specific to the State of Colorado such as background information, statistical/factual information, etc.

2.1.2 All agreements for support services shall survive the expiration of the contract.

2.1.3 The ordering state agency must obtain quotes from all contractors in the same Group, and document the state agency's decision regarding the acquisition decision.

Group A	GROUP B	GROUP C	GROUP D	GROUP E	GROUP F
Canon	Canon	Canon	Canon	Canon	Canon
HP	Epson	Konica	Epson	Epson	Epson
Konica	HP	Ricoh	HP	HP	HP
Kyocera	Konica	Xerox	Konica	Konica	Konica
Ricoh	Kyocera	[redacted]	Kyocera	Kyocera	Ricoh
Sharp	Lexmark		Lexmark	Ricoh	Sharp
Toshiba	Ricoh		Ricoh	Toshiba	Xerox
Xerox	Sharp		Sharp	Xerox	[redacted]
[redacted]	Toshiba		Toshiba	[redacted]	

2.1.4 State agencies governed by Chapter 34 RSMo acquiring printers (Group D) and scanners (Group F) through this agreement may enter into fair market value (FMV) leases. However, state agencies must not enter into short-term leases, straight leases, cancelable rentals, non-cancelable rentals, or $1 buyout leases.

2.1.5 Political subdivisions and universities of the State of Missouri may acquire printers (Group D) or scanners (Group F) through this agreement.

2.2 Cooperative Procurement Program:

2.2.1 The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide the produets and/or services as described herein under the terms and conditions, requirements, and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: https://revisor.mo.gov/main/OneSection.aspx?section=67.360&bid=2758&hl). The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities. The following website identifies the current members of the

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Cooperative Procurement Program: https://purch.oa.mo.gov/media/pdf/cooperative-procurement-program-members-listing.

2.2.2 This NASPO ValuePoint Master Agreement may be used by all state agencies, universities, political subdivisions and other entities authorized to use statewide contracts in the State of Missouri. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

2.3 **Missouri Statewide Contract Quarterly Administrative Fee:**

2.3.1 The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products and services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.

2.3.2 The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month immediately following the end of the calendar quarter, unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.

2.3.3 Payments shall be made using one of the following acceptable payment methods:

a. Check: Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.

b. Electronic Payment: Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.

2.3.4 All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

2.4 **Missouri Statewide Contract Quarterly Administrative Fee Report:**

2.4.1 The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, and universities that were made pursuant to the contract.

2.4.2 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting

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quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

2.4.3 The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following Purchasing website: http://oa.mo.gov/purchasing/vendor-information. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as Attachment. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

a. Mail: Division of Purchasing,
P.O. Box 809, Jefferson City MO 65102-0809

OR

Division of Purchasing,
301 West High Street, Room 630, Jefferson City, MO 65101-1517

b. Fax: (573) 526-9815
c. Email: ereports@oa.mo.gov

2.4.4 The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

2.5 **Missouri Statewide Contract Quarterly Usage Report:**

2.5.1 The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing that provides the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to the Division of Purchasing.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".

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Data Element	Description
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

a. The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.

b. The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included herein in Attachment which is downloadable from https://purch.oa.mo.gov/vendor-information or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.

c. The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

2.6 **Electronic Funds Transfer, Invoicing, and Payment Requirements:**

2.6.1 Electronic Funds Transfer (EFT): The State of Missouri will submit contract payments to the contractor at the remittance address listed in the contractor's MissouriBUYS vendor registration. However, the contractor understands and agrees the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at https://MissouriBUYS.mo.gov.

2.6.2 Invoicing: The contractor shall submit invoices for services provided for the State of Missouri to the address provided by the state agency, university, political subdivision, or other entity authorized to use statewide contracts in the State of Missouri.

a. The contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice and shall include on the invoice the remittance address listed in the contractor's MissouriBUYS vendor registration.

b. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number and the remittance address included in the contractor's MissouriBUYS vendor registration. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the cooperative contract.

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c. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and should be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.

d. The contractor shall not invoice federal or state taxes unless otherwise required under law or regulation.

2.6.3 Payment:

a. Payments are due upon receipt of a valid invoice, payable in 30 calendar days. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.

b. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.

c. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.

d. The state will not pay for a software component until the initiation of the implementation of that software component.

e. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx.

2.6.4 Inspection and Acceptance Specifications: For purposes of acceptance, no equipment, supplies, and/or services received by the state pursuant to a contract shall be deemed accepted until the state has had reasonable opportunity to inspect said equipment, supplies, and/or services.

a. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected by the state. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

b. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

c. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

2.6.5 If the state agency denies a request by the contractor for payment, the state agency will provide the contractor with written notice of the reason(s) for denial.

2.6.6 If the contractor is overpaid by the state agency the contractor, upon notification by the state agency, shall provide the state agency (1) with a check payable as instructed by the state agency or (2) deduct the overpayment from the invoice(s) as requested by the state agency.

2.6.7 Other than the payments specified in the contract, no other payments shall be made to the contractor.

******END OF SCOPE OF WORK SECTION******

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Docusign Envelope ID: 4A8EA53A-A877-8E44-80E5-83C06D9C2644

3. TERMS AND CONDITIONS SECTION

3.1 Applicable Laws and Regulations:

3.1.1 The contract shall be construed according to the laws of the State of Missouri. The contractor and the State of Missouri must follow all applicable federal, state, and local laws and regulations that apply to the performance of the contract. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and Purchasing.

3.2 Non-Discrimination and Affirmative Action:

3.2.1 Contractors with 50 or more employees must comply with and have an affirmative action plan in accordance with Executive Order 94-03, Article XIII.

3.3 Americans with Disabilities Act:

3.3.1 In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA), ADA is 42 U.S.C. section 1201, et seq.

3.4 Anti-Discrimination Against Israel Act Contractor Requirements:

3.4.1 If the contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.

3.4.2 If during the life of the contract, the contractor's business status changes according to section 34.600, RSMo, then the contractor shall comply with, complete, and submit to the Division of Purchasing an updated **Exhibit E, Anti-Discrimination Against Israel Act Certification**.

3.5 Authorized Personnel/E-Verify:

3.5.1 For work performed under the contract, the contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws, including section 285.530 RSMo and Executive Order 07-13. If the contractor employs personnel not authorized to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse, and to pursue any other remedies permitted by the contract or by applicable state or federal law.

3.5.2 Prior to the performance of any services, a contractor meeting the definition of a business entity in section 285.525, RSMo, shall maintain enrollment and participation in the E-Verify Federal work authorization program with respect to the employees hired after enrollment in the program for work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall enroll and participate in the E-Verify program.

3.5.3 The contractor shall only be required to provide the affidavits required in section 285.530.2, RSMo, to the state on an annual basis. https://purch.oa.mo.gov/vendor-information/affidavit-work-authorization-annual-renewal

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3.6 **Business Registration:**

3.6.1 The contractor must meet the requirements for conducting business in the State of Missouri, prior to performance of services under the contract, and for the duration of the contract. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Such business requirements for formation and operation include, but are not limited to, those in Chapters 347-359 RSMo.

3.7 **Data Breach:**

3.7.1 If a data breach impacting the State of Missouri's data requires the state to comply with section 407.1500 RSMo, the contractor shall assist the state by providing to the state any requested information held by the contractor concerning the breach and the state's data stored in the software and services being provided as a result of the contract.

3.8 **Elected or Appointed Officials and Employees:**

3.8.1 Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

3.9 **Indemnification:**

3.9.1 Unless expressly provided by Missouri law to the contrary, pursuant to the Constitution of the State of Missouri, Article III, section 39, subsections 2 and 5, the state shall not indemnify, hold harmless, or agree in advance to defend, any person or entity.

3.10 **Legal Proceedings:**

3.10.1 For any legal action or other proceedings, per section 27.050 and section 27.060 RSMo, the Missouri Attorney General is given the authority to represent the State of Missouri's interests. The venue for any legal proceeding relating to or arising out of the cooperative contract shall be in circuit court for Cole County, Missouri or the United States District Court for the Western District of Missouri, Central Division.

3.10.2 The contractor and the state agree that if a dispute concerning the contract arises that the parties shall make an attempt to resolve the dispute through informal methods before initiating litigation.

3.10.3 The State of Missouri does not agree to any arbitration. The State of Missouri does not voluntarily agree to the payment of attorneys' fees. The state may, but is not required to, mediate any dispute arising under the contract, and any vendor provisions requiring mediation or dispute resolution processes shall not be binding upon the state.

3.11 **Federal Funds Requirements:**

3.11.1 The contractor shall understand and agree that the contract may involve the use of federal funds. The contractor shall comply with applicable Federal Funds Requirements, as amended by the federal government, which may include some or all of the paragraphs contained in Attachment or other requirements identified by the federal government.

3.12 **Invoicing and Payment:**

3.12.1 Invoicing and payments must follow section 33.120, section 34.055, and section 34.057 RSMo. All payments shall be made in arrears, unless the requirements of 1 CSR 10-3.010 allow for advance payment of goods or services.

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3.13 **Non-Appropriation of Funds:**

3.13.1 The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, have been withheld, or have been restricted, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or authority to spend. This includes, but is not limited to, the provisions of the Mo. Const. Article IV, sections 23, 27, 28 and in sections 33.030 and 33.065, RSMo and 1 CSR 10-3.010 (1)(B).

3.14 **Work Outside the United States:**

3.14.1 Unless work outside the United States is prohibited by the cooperative contract, any work performed outside of the United States for the contract must comply with Executive Order 04-09.

3.15 **Open Records:**

3.15.1 Pursuant to section 610.021, RSMo, the contract and related documents are available for public review. Pursuant to section 610.021, RSMo, responses and related documents shall not be available for public review until after a contract is executed.

3.16 **Record Access:**

3.16.1 The contractor shall grant the State Auditor access to records/items as stated in section 29.235, RSMo.

3.17 **Taxes:**

3.17.1 The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax. No contract shall be awarded to a vendor that does not meet the conditions of section 34.040.7, -

*******END OF TERMS AND CONDITIONS SECTION*******

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4. GENERAL CONTRACTUAL REQUIREMENTS SECTION

4.1 Contract Definition:

4.1.1 The cooperative contract awarded by the State of Missouri consisting of the following documents with any conflict among the documents being resolved by giving priority to the documents in the order listed below:

a. HP Inc. CT241929002,

1) The Division of Purchasing's acceptance of the response by "notice of award";
2) The terms and conditions sections included herein the cooperative contract document between the State of Missouri and SumnerOne Inc.;
3) The terms and conditions sections included herein the cooperative contract document between the State of Missouri and NASPO HP including Attachments 1-11;
4) The attached Participating Addendum between the State of Missouri and NASPO HP;
5) The attached contract #187822 signed by the State of Colorado, as amended by contract amendment(s); and
6) The attached solicitation #RFP-NP-23-001 issued by the State of Colorado.

b. Kyocera Document Solutions America Inc. CT241929004,

1) The Division of Purchasing's acceptance of the response by "notice of award";
2) The terms and conditions sections included herein the cooperative contract document between the State of Missouri and SumnerOne Inc.;
3) The terms and conditions sections included herein the cooperative contract document between the State of Missouri and NASPO Kyocera including Attachments 1-13;
4) The attached Participating Addendum between the State of Missouri and NASPO Kyocera;
5) The attached contract #189398 signed by the State of Colorado, as amended by contract amendment(s); and
6) The attached solicitation #RFP-NP-23-001 issued by the State of Colorado.

c. Canon U.S.A. Inc. CT241929001,

1) The Division of Purchasing's acceptance of the response by "notice of award";
2) The terms and conditions sections included herein the cooperative contract document between the State of Missouri and SumnerOne Inc.;
3) The terms and conditions sections included herein the cooperative contract document between the State of Missouri and NASPO Canon including Attachments 1-9;
4) The attached Participating Addendum between the State of Missouri and NASPO Canon;
5) The attached contract #187646 signed by the State of Colorado, as amended by contract amendment(s); and
6) The attached solicitation #RFP-NP-23-001 issued by the State of Colorado.

d. Konica Minolta Business Solutions, CT241929003,

1) The Division of Purchasing's acceptance of the response by "notice of award";
2) The terms and conditions sections included herein the cooperative contract document between the State of Missouri and SumnerOne Inc.;
3) The terms and conditions sections included herein the cooperative contract document between the State of Missouri and NASPO Konica Minolta including Attachments 1-20;
4) The attached Participating Addendum between the State of Missouri and NASPO Konica Minolta;
5) The attached contract #187962 signed by the State of Colorado, as amended by contract amendment(s); and

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6) The attached solicitation #RFP-NP-23-001 issued by the State of Colorado.

4.1.2 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

4.1.3 The contractor shall agree to furnish the products and services specified in the contract, at the prices quoted therein.

4.1.4 State agencies may sign or "click-through" and accept agreements if required by the contractor in order to receive services; however, all provisions of such agreements that conflict with the contract shall have no force or effect.

4.2 **Contract Amendment:**

4.2.1 All changes to the cooperative contract must be accomplished by a formal contract amendment executed by both the contractor and the Division of Purchasing prior to the effective date of such change. No other means shall be used or construed as an amendment or modification to the contract.

4.3 **Contract Period:**

4.3.1 The original contract period shall be as specified on the cover page and the subsequent Notice of Award of the cooperative contract. The cooperative contract's contract period shall not exceed the term of the governmental entity's contract the cooperative contract was established.

4.4 **Termination for Convenience:**

4.4.1 The Division of Purchasing reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination. The state shall determine the value of any work in process, but not completed and accepted by the state, based on the work products created and agreed to by both parties.

4.5 **Cancellation for Breach of Contract:**

4.5.1 In the event of material breach of the contractual obligations by the contractor, the Division of Purchasing may cancel the contract. At its sole discretion, the Division of Purchasing may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. As specified by the Division of Purchasing, the actual cure must be completed within no more than ten (10) state business days from notification, or at a minimum the contractor must provide the Division of Purchasing within ten (10) state business days from notification a written plan detailing how the contractor intends to cure the breach.

4.5.2 If the contractor fails to cure the breach or if circumstances demand immediate action, the Division of Purchasing will issue a notice of cancellation terminating the contract immediately. If it is determined the Division of Purchasing improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.

4.5.3 The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated or where the funds are withheld by the governor, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or due to the governor's withholding.

4.6 **Property:**

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4.6.1 Notwithstanding the foregoing, the state acknowledges that the contractor, in the normal conduct of its business, may use ideas, skills, techniques, concepts or modifications of concepts developed while serving other customers. The state acknowledges the benefit which may accrue to it and expressly and irrevocably permits the contractor to continue in perpetuity, and without payment of a royalty, this practice of using these ideas, skills, techniques and concepts developed while serving the state, and modifications of such concepts. Nothing in the contract shall be construed to restrain the contractor or its employees, consultants or subcontractors in the use of the techniques and skills of computer operation and programming which may be acquired in the course of performance of any services rendered pursuant to the contract. Nothing herein shall give the state any ownership rights in any works or innovations created by the contractor prior to the performance of services by the contractor under the contract.

a. The state understands and agrees that any ancillary software tools, techniques, methodologies, or pre-printed materials or previously or independently created materials and any modifications or derivatives thereof (e.g., project management software tools or training software tools, etc.) developed or acquired by the contractor ("contractor materials") that may be necessary to perform a particular service required hereunder but not required as a specific deliverable of the contract, shall remain the property of the contractor; however, the contractor shall ensure such contractor materials are being used in accordance with applicable intellectual property rights and copyrights. The contractor grants to the State of Missouri a non-exclusive, fully-paid up license to use any contractor materials contained in a deliverable in connection with its use thereof upon full payment to the contractor.

b. The contractor shall further agree that no reports, documentation, or material prepared, which contains the state's proprietary or confidential information, including the program(s) developed as required by the contract, shall be used or marketed by the contractor or released to the public without the prior written consent of the state.

4.6.2 The state shall be the sole owner of all State Data, that any state user places in the system to utilize the service. The contractor, its employees, and its subcontractors shall not access such state data except as required to provide the service, as described herein. The contractor, its employees and its subcontractors shall be bound by a non-disclosure agreement protecting the state's data. The state's data may not be utilized for any purpose or provided to any third party without the express written permission of the state.

4.6.3 The contractor shall use safeguards designed to prevent the inappropriate use or disclosure of the state's proprietary or confidential information.

4.6.4 In the event of expiration, termination, or cancellation of the contract, after return of state data and state property to the state, all state information and any other property of the state documents must be held by the contractor for at least sixty (60) calendar days at no additional cost to the state, subject to directions of the state as set out herein. The contractor shall not take any action to intentionally destroy any data or digital content from the solution until the data and digital content has been successfully transferred to the state in a format acceptable to the state and the state informs the contractor in writing of such data or digital content that may be permanently destroyed.

a. After completing successful transfer of the data and digital content, and upon expiration, termination, or cancellation of the services, the contractor shall destroy the data and digital content in its systems or otherwise in its possession or under its control, unless otherwise required by law. Once any requirement by law to retain the state's information is fulfilled, the contractor shall destroy all data and digital content in all of its forms. The data and digital content shall be permanently destroyed and shall not be recoverable, according to the National Institute of Standards and Technology or other state approved comparable industry standard methods. The contractor shall provide a confirmation of destruction to the state within seven (7) calendar days after receipt of written request from the state. There shall be no cost to the state for permanent destruction of the state's data and digital content.

4.7 **Inventions, Patents, and Copyrights:**

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4.7.1 The contractor should have a process in place to notify the state as to claims of patent or copyright infringement pertaining to the software and/or solution provided under the contract that directly impact the services under the contract.

4.7.2 Upon approval by the Missouri Attorney General, the contractor shall have the right to defend and settle any claim, suit or proceeding brought against the state on the issue of infringement of any United States patent or copyright by any performance and/or product or any part thereof supplied or produced by the contractor to the state under this agreement, in accordance with the contractor's documentation. However, the Missouri Attorney General may exercise its rights noted in paragraph 3.10 above. It is agreed and understood that if the contractor is not approved to handle the defense of any claim, suit or proceeding brought against the state, the contractor shall not be obligated to pay any settlement or judgment against the state.

4.7.3 The contractor, after approval of the Missouri Attorney General for the contractor to handle the defense, agrees to pay any judgment against the state for any claim, suit or proceeding brought against the state on the issue of infringement of any United States patent or copyright by any services performed and/or software supplied or produced by the contractor to the state under this agreement, and to take steps to either:

a. Procure for the state the right under such patent or copyright to use as appropriate such software or services, or
b. Replace such software or services with other software or services suitable/equivalent for the contract, or
c. Suitably modify such software or services, or
d. Discontinue the use of such software or services and refund the prepaid aggregated payments for the applicable software or services that was to be provided after the effective date of termination, in accordance with the contractor's documentation.

4.7.4 The contractor shall not be liable for any cost, expense, or compromise, incurred or made by the state in conjunction with any issue of infringement without the contractor's prior written authorization.

4.7.5 If any copyrighted or non-copyrighted documentation is developed solely for the use of the State of Missouri as a result of the contract, it shall be documented and mutually agreed upon by the parties as to respective ownership and intellectual property rights.

4.7.6 Section 4.9 of the RFP provides the state's exclusive remedy for any infringement claims or damages.

4.7.7 The contractor shall have no liability to the extent the alleged infringement or misappropriation was caused by:

a. Use of the Intellectual Property (IP) or deliverable other than as permitted under the contract or in combination with any products or services where such combination was not within the reasonable contemplation of the parties.
b. The failure to use corrections or enhancements to the IP or deliverable provided by the contractor; or
c. Specifications or direction provided by the state.
d. To receive the benefits of this provision, the state must promptly notify the contractor in writing of the third-party claim and provide reasonable cooperation and full authority to the contractor to defend or settle the claim, provided that such settlement does not impose any obligation (monetary or otherwise) on the state (other than to cease using the infringing IP or deliverable) without its consent.

4.8 **Confidentiality and Security Documents:**

4.8.1 Neither party shall disclose or use any confidential information of the other party, except as reasonably necessary to perform its obligations or to exercise its rights pursuant to the contract or with the other party's prior written permission.

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4.8.2 If required by the state, the contractor must sign specific documents regarding confidentiality, security, or other similar documents that align with the confidentiality and security terms in the contract upon request, concerning the services provided for in the contract, and are consistent with the terms of the contract. The contractor shall have the opportunity to review, discuss, and approve the documents the contractor must sign prior to signature. The contractor shall ensure that its personnel adhere to the confidentiality and security required by the contract. Failure of the contractor to sign such documents absent a good faith basis may be considered a breach of contract and subject to the cancellation provisions of this document.

4.9 **Warranties and Representations:**

4.9.1 The contractor expressly warrants that all equipment, supplies, and/or services provided shall:

a. Conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Division of Purchasing,
b. Be fit and sufficient for the purpose expressed in the contract,
c. For any goods provided, be merchantable,
d. Be of good materials and workmanship, and
e. Be reasonably free from defect.

4.9.2 Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

4.10 **Remedies and Rights:**

4.10.1 No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future contractual right and/or contractual remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.

4.10.2 The contractor understands and agrees that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

4.10.3 The contractor understands and agrees that the state reserves the right to consider the contractor's failure to perform requirements and commitments specified in the contract in future procurement evaluations.

******END OF GENERAL CONTRACTUAL REQUIREMENTS SECTION******

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5. VENDOR SUBMISSION AND AWARD INFORMATION SECTION

5.1 Preparation of Response:

5.1.1 Business Compliance Pre-Work: **Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits explained herein, vendors are encouraged to IMMEDIATELY begin securing these verifications when preparing a response.**

5.1.2 Vendor Response Exhibits: The vendor must submit properly completed cooperative contract document's Vendor Response Exhibits as their response. Each exhibit includes instructions outlining the information to be provided in response to the exhibit.

5.2 Compliance with Requirements, Terms and Conditions:

5.2.1 If the vendor's response includes any exceptions to the mandatory provisions of the cooperative contract, the vendor must (1) identify the specific cooperative contract paragraph number to which the exception applies along with a description of why the vendor is taking exception to the provision; and (2) any proposed alternative language the vendor would like the state to consider to replace the provision. However, the vendor must understand and agree:

a. Exceptions to mandatory provisions of the cooperative contract make the vendor's response non-responsive and ineligible for award. Any exceptions to mandatory provisions must be addressed in order to be eligible for a contract award.

5.3 Confidentiality and Proprietary Materials:

5.3.1 Missouri Sunshine Law: The Division of Purchasing is a governmental body under the Missouri Sunshine Law (chapter 610, RSMo). Section 610.011, RSMo, requires that all provisions be "liberally construed and their exceptions strictly construed" to promote the public policy that records are open unless otherwise provided by law.

5.4 Foreign Vendor:

5.4.1 A foreign vendor who do not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must complete the appropriate IRS W-8 form (found on the www.irs.gov website) and must attach this completed and signed form when registering on the MissouriBUYS (https://missouribuys.mo.gov) website.

a. When submitting a response, if the vendor does not have an IRS Employer Identification Number they should attach a note to the front page of their response advising the Division of Purchasing if: (1) a completed and signed W-8 form is included with the response or (2) a completed and signed W-8 form is attached to their vendor registration profile on the MissouriBUYS website.

b. A foreign vendor that have an IRS Employer Identification Number may register as a vendor on the MissouriBUYS (https://missouribuys.mo.gov) website by using the IRS Employer Identification Number assigned to their company and attaching a completed and signed IRS W-9 form to their vendor registration profile. (Note: Attaching a completed and signed IRS W-8 form is not necessary.)

5.5 Business Compliance Requirements:

5.5.1 Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits, the vendor is encouraged to IMMEDIATELY begin securing these verifications when preparing a response. In order to be considered a responsible and reliable vendor and therefore be considered eligible for award of a contract, the vendor must be in compliance with the laws regarding conducting business in the State of Missouri and provide the applicable documentation prior to the award of a contract. In order to verify the

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vendor's compliance, the state will review the vendor's response to the following Business Compliance Exhibits:

a. **Business Compliance Exhibit B, State of Missouri Tax Compliance** - In accordance with section 34.040.7 RSMo, the vendor must be in tax compliance with the Missouri Department of Revenue. The Missouri Department of Revenue will issue a "Vendor No Tax Due" certificate if the vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri.

b. **Business Compliance Exhibit C, Registration of Business Name with the Missouri Secretary of State** - In accordance with section 351.572, RSMo, the vendor must obtain a certification of authority be properly registered with the Missouri Secretary of State or identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

c. **Business Compliance Exhibit D, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization** - Pursuant to section 285.530, RSMo, if the vendor meets the section 285.525, RSMo, definition of a "business entity" ((http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530), the vendor must affirm the vendor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The vendor should complete applicable portions of **Exhibit D, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization**.

d. **Business Compliance Exhibit E, Anti-Discrimination Against Israel Act Certification** - Pursuant to section 34.600, RSMo, if the vendor meets the section 34.600, RSMo, definition of a "company" (https://revisor.mo.gov/main/OneSection.aspx?section=34.600) and the vendor has ten or more employees, the vendor must certify in writing that the vendor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, if awarded a contract, for the duration of the contract.

e. **Business Compliance Exhibit F, Services Outside the United States** - If any services offered under this cooperative contract are being performed at sites outside the United States, the vendor must disclose such fact and provide details with the response.

f. **Business Compliance Exhibit G, Employee/Conflict of Interest** – Elected or appointed officials or employees of the State of Missouri or any political subdivision serving in an executive or administrative capacity participating in a response to the RFP must disclose their involvement to identify the conflict of interest.

g. **Business Compliance Exhibit H, Federal Funding Unique Identity ID** - The vendor must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law. The vendor should provide its Unique Identity ID number and on the **Exhibit H, Federal Funding Unique Identity ID**.

h. **General Business Compliance** - The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this document that the vendor either is presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. Likewise, the successful vendor shall remain in compliance with such laws for the duration of the resulting contract. The vendor shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include, but not necessarily be limited to:

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1) Taxes (e.g., city/county/state/federal)
2) State and local certifications (e.g., professions/occupations/activities)
3) Licenses and permits (e.g., city/county license, sales permits)
4) Insurance (e.g., worker's compensation/unemployment compensation)

i. The response will be reviewed for business compliance with the laws regarding conducting business in the state of Missouri.

5.6 **Award:**

5.6.1 The cooperative contract will only be eligible for award if the vendor agrees to comply with the requirements identified herein.

5.6.2 Any award of a contract shall be made by notification via email from the Division of Purchasing to the vendor. The final contract award shall be made by the Division of Purchasing.

5.6.3 After a contract is executed, the response will be uploaded for public viewing into the Division of Purchasing's imaging system known as the Awarded Bid and Contract Document Search system (https://purch.oa.mo.gov/bidding-contracts/awarded-bid-contract-document-search).

******END OF VENDOR SUBMISSION AND AWARD INFORMATION SECTION******

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EXHIBIT A, RESPONSE SUBMITTAL CHECKLIST

The following table is provided to assist the vendor in completing their response. It is the vendor's sole responsibility to ensure that all mandatory requirements are met and that their response, including all exhibits, are properly completed and submitted with their response. The vendor may want to check the Task Complete boxes to ensure that each of these items are completed and/or submitted with the vendor's response.

No.	Description	Task Complete
1.	Complete and sign the cover page.	☒
2.	Complete **Business Compliance Exhibit B, State of Missouri Tax Compliance** and attach "Vendor No Tax Due" certificate.	☒
3.	Complete **Business Compliance Exhibit C, Registration of Business Name with the Missouri Secretary of State.**	☒
4.	Complete and sign **Business Compliance Exhibit D, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization** (be sure to complete and return the Affidavit of Work Authorization and the vendor's E-Verify Memorandum of Understanding, if required).	☒
5.	Complete and sign **Business Compliance Exhibit E, Anti-Discrimination Against Israel Act Certification.**	☒
6.	Complete **Business Compliance Exhibit F, Services Outside the United States.**	☒
7.	Complete **Business Compliance Exhibit G, Employee/Conflict of Interest.**	☒
8.	Complete **Business Compliance Exhibit H, Federal Funding Unique Identity ID.**	☒
9.	If applicable, clearly mark, separate, and seal proprietary or confidential information and describe how the proprietary or confidential information meets Chapter 610, RSMo (ref. Section 5 of the cooperative contract).	☐

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BUSINESS COMPLIANCE EXHIBITS

Instructions: In order to be awarded a contract, the vendor must be in compliance with the laws regarding conducting business in the State of Missouri.

The vendor certifies by signing the cover page of this document that the vendor either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance with the vendor's response and upon request by the Division of Purchasing.

- Business Compliance Exhibit B, State of Missouri Tax Compliance
- Business Compliance Exhibit C, Registration of Business Name with the Missouri Secretary of State
- Business Compliance Exhibit D, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
- Business Compliance Exhibit E, Anti-Discrimination Against Israel Act Certification
- Business Compliance Exhibit F, Services Outside the United States
- Business Compliance Exhibit G, Employee/Conflict of Interest
- Business Compliance Exhibit H, Federal Funding Unique Identity ID

Docusign Envelope ID: 4A8EA53A-A877-8E44-80E5-83C06D9C2644

BUSINESS COMPLIANCE EXHIBIT B,
STATE OF MISSOURI TAX COMPLIANCE

STATE OF MISSOURI TAX COMPLIANCE

In accordance with section 34.040.7, RSMo, Purchasing is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo.

In order to verify the vendor's State of Missouri tax compliance with the Missouri Department of Revenue (DOR), the vendor must provide "Vendor No Tax Due" certificate issued by DOR prior to award. By providing the "Vendor No Tax Due" certificate, the vendor is verifying the vendor is either registered to collect sales and/or use tax in Missouri or is not making retail sales of tangible personal property or providing taxable services in Missouri.

The DOR will issue the "Vendor No Tax Due" certificate if the vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri.

How To Obtain A Vendor No Tax Due Certificate

A "Vendor No Tax Due" certificate can be obtained from the Missouri Department of Revenue when a business pays all of its sales/use tax in full, up to date, does not have a sales tax delinquency or does not sell tangible personal property at retail in Missouri.

If taxes are due, depending on the payment history of the business, a cashier's check or money order may be required for payment before a "Vendor No Tax Due" certificate can be issued.

A "Vendor No Tax Due" certificate can be obtained by completing and submitting the Request For Tax Clearance, Form 943, to the Missouri Department of Revenue, Division of Taxation & Collection. This form is available at http://dor.mo.gov/forms/943.pdf. Make sure to select the appropriate "Reason for Request" on page 2 of the form.

For assistance, call (573) 751-9268 or e-mail taxclearance@dor.mo.gov. Additional information regarding section 34.040.7, RSMo, is available on the Department of Revenue's website at http://dor.mo.gov/business/sales.

NOTE: Make sure to request a "Vendor No Tax Due" certificate as there are other similar tax clearance forms that do not meet this verification requirement. The steps to obtain a "Vendor No Tax Due" certificate is outlined at https://dor.mo.gov/taxation/business/tax-types/sales-use/hb600.html.

Instructions: The vendor should complete the information below regarding their "Vendor No Tax Due" status.	
"Vendor No Tax Due" Certificate is Included with the Response (Yes/No)	Yes ☒ No ☐
If the "Vendor No Tax Due" Certificate is Not Included, Identify Date Vendor Requested Certificate From DOR	Date: __/__/____ (MM/DD/YYYY)

Docusign Envelope ID: 4A8EA53A-A877-8E44-80E5-83C06D9C2644

TAXATION DIVISION
PO BOX 3666
JEFFERSON CITY, MO 65105-3666



Missouri
DEPARTMENT OF REVENUE

Telephone: 573-751-9268
Fax: 573-522-1265
E-mail: taxclearance@dor.mo.gov

SUMNERONE INC
6717 WALDEMAR AVE
SAINT LOUIS, MO 63139-3533

DATE: 09/30/2024
VALID THROUGH: 12/30/2024

CERTIFICATE OF NO TAX DUE

MISSOURI ID: [redacted]
Notice Number 2049860693

To Whom It May Concern: The Department of Revenue, State of Missouri, certifies the above listed taxpayer has filed all required returns and paid all sales or withholding tax due, including penalties and interest, and does not owe any sales and withholding tax, as of September 29, 2024. This review does not include returns that are not required to be filed as of this date or that have been filed but not yet processed by the Department.

This statement only applies to sales and withholding tax due and is not to be construed as limiting the authority of the Director of Revenue to assess, or pursue collection of liabilities resulting from final litigation, default in payment of any installment agreement entered into with the Director of Revenue, any successor liability that may become due in the future, or audits or reviews of the taxpayer's records as provided by law.

THIS CERTIFICATE REMAINS VALID FOR 90 DAYS FROM THE ISSUANCE DATE.

TAXATION DIVISION

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BUSINESS COMPLIANCE EXHIBIT C, REGISTRATION OF BUSINESS NAME WITH THE MISSOURI SECRETARY OF STATE

In accordance with section 351.572, RSMo, the vendor must be properly registered with the Missouri Secretary of State or identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

In order to verify the vendor is properly registered with the Missouri Secretary of State, the vendor must either be 1) properly registered with the Missouri Secretary of State at time of response submission or prior to contract award or 2) must identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

NOTE: For any questions regarding Secretary of State Registration, vendors should go to https://www.sos.mo.gov/business/startBusiness.asp or call 866-223-6535, Monday through Friday, 8:00 a.m. to 5:00 p.m., Central Time, excluding state holidays.

Missouri Secretary of State Registration Verification

Registration Verification Instructions: If the vendor's business is already registered, the vendor should complete the table below with the vendor's business name and the charter number assigned to the vendor's business.

Information on registering with Missouri Secretary of State: If the vendor's business is not yet properly registered with the Missouri Secretary of State, the vendor should refer to the Missouri Business Portal at https://openforbiz.mo.gov/ for additional information.

Business Name	SumnerOne Inc
Charter Number	00263656

Proof of Good Standing Status Included	Yes ☒ No ☐
If Proof of Good Standing Not Included, Indicate the Date Vendor Requested Document from Missouri Secretary of State	Date: __/__/____ (MM/DD/YYYY)

Exemptions

Exemption Instructions: If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo, the vendor should identify the specific section of 351.572 RSMo, which supports the exemption by placing a checkmark in the appropriate box in the "Indicate if Exemption is Applicable" column in the table below. In addition, the vendor should provide documentation supporting an exemption, if applicable.

Section 351.572 RSMo Subsection 2. Exemption Description	Indicate if Exemption is Applicable (Check the appropriate box)
(1) Maintaining, Defending, or Settling any Proceeding	☐
(2) Holding Meetings of the Board of Directors or Shareholders or Carrying on Other Activities Concerning Internal Corporate Affairs	☐
(3) Maintaining Bank Accounts	☐
(4) Maintaining Offices or Agencies for the Transfer, Exchange, and Registration of the Corporation's Own Securities or Maintaining Trustees or Depositories with Respect to those Securities	☐
(5) Creating or Acquiring Indebtedness, Mortgages, and Security Interests in Real or Personal Property	☐
(6) Securing or Collecting Debts or Enforcing Mortgages and Security Interests in Property Securing the Debts	☐
(7)Conducting an Isolated Transaction that is Completed Within Thirty Days and that is Not One in the Course of Repeated Transactions of a Like Nature	☐
(8) Transacting Business in Interstate Commerce	☐
Other – Provide Description of Exemption (List of Exemptions Above is Not Exhaustive)	☐

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STATE OF MISSOURI

John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

SUMNERONE, INC.
00263656

was created under the laws of this State on the 25th day of April, 1984, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 30th day of September, 2024.

Secretary of State

Certification Number: CERT-09302024-0051

Docusign Envelope ID: 4A8EA53A-A877-8E44-80E5-83C06D9C2644

BUSINESS COMPLIANCE EXHIBIT D,
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:
The vendor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at https://www.e-verify.gov/.
BOX C:	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, and contractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities, out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

(Complete Box A if you are a non-business entity as defined above)

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that **SumnerOne, Inc.** (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

☐- I am a self-employed individual with no employees; **OR**
☐- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if **SumnerOne, Inc.** (Company/Individual Name) is awarded a contract for the services requested herein under this cooperative contract and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, **SumnerOne, Inc.** (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Purchasing with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)	*Authorized Representative's Signature*
Company Name (if applicable)	Date

Docusign Envelope ID: 4A8EA53A-A877-8E44-80E5-83C06D9C2644

BUSINESS COMPLIANCE EXHIBIT D,
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION - CONTINUED

(Complete Box B if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that SumnerOne, Inc. (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

Tanya Hagan	Tanya Hagan
Authorized Business Entity Representative's Name (Please Print)	*Authorized Business Entity Representative's Signature*
SumnerOne, Inc.	09/30/2024
Business Entity Name	Date
thagan@sumnerone.com	
E-Mail Address	

As a business entity, the vendor must perform/provide each of the following. The vendor should check each to verify completion/submission of all of the following:

☐- Enroll and participate in the E-Verify federal work authorization program (Website: https://www.e-verify.gov/; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

☐- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the **E-Verify Employment Eligibility Verification page listing the vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed**, at minimum, by the vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the vendor's name and company ID, then no additional pages of the MOU must be submitted;

AND

☐- Submit a **completed, notarized Affidavit of Work Authorization** provided on the next page of this Exhibit.

Docusign Envelope ID: 4A8EA53A-A877-8E44-80E5-83C06D9C2644

BUSINESS COMPLIANCE EXHIBIT D,
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION - CONTINUED

AFFIDAVIT OF WORK AUTHORIZATION:

The vendor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Tanya Hagan (Name of Business Entity Authorized Representative) as Human Resource Manager (Position/Title) first being duly sworn on my oath, affirm SumnerOne, Inc. (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that SumnerOne, Inc. (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Tanya Hagan	Tanya Hagan
Authorized Representative's Signature	Printed Name
HR Manager	09/30/2024
Title	Date
thagan@sumnerone.com	1215852
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this 30th (DAY) of September, 2024 (MONTH, YEAR). I am commissioned as a notary public within the County of St. Louis (NAME OF COUNTY), State of Missouri (NAME OF STATE), and my commission expires on 11/17/2024 (DATE).

Signature of Notary	9/30/2024 *Date*

SCOTT HAGER
Notary Public - Notary Seal
St Louis County - State of Missouri
Commission Number 16620302
My Commission Expires Nov 17, 202

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BUSINESS COMPLIANCE EXHIBIT D,
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION - CONTINUED

(Complete Box C if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-**Verify Employment Eligibility Verification page OR** a page from the **E-Verify Memorandum of Understanding (MOU)** listing the vendor's name and the MOU signature page completed and signed by the vendor and the Department of Homeland Security – Verification Division
- ✓ A **current, notarized Affidavit of Work Authorization** (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** to Which Previous E-Verify Documentation Submitted:

_____

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____ (if known)

Authorized Business Entity Representative's Name (Please Print)	*Authorized Business Entity Representative's Signature*
Business Entity Name	Date
E-Mail Address	E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Buyer	Date

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If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer SumnerOne, Inc.	
Name (Please Type or Print) Tanya Hagan	Title
Signature Electronically Signed	Date April 13, 2022
E-Verify Employer Agent ADP, Inc.	
Name (Please Type or Print) eVerify Team WFN	Title
Signature Electronically Signed	Date April 13, 2022
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date April 13, 2022

Docusign Envelope ID: 4A8EA53A-A877-8E44-80E5-83C06D9C2644

E-Verify

Company ID Number:1215852 Client Company ID Number:1816318

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	SumnerOne, Inc.
Company Facility Address	6717 Waldemar Avenue Saint Louis, MO 63139
Company Alternate Address	6717 Waldemar Avenue Saint Louis, MO 63139
County or Parish	Saint Louis City
Employer Identification Number	[redacted]
North American Industry Classification Systems Code	Merchant Wholesalers, Durable Goods (423)
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1

Docusign Envelope ID: 4A8EA53A-A877-8E44-80E5-83C06D9C2644

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Missouri	1

Docusign Envelope ID: 4A8EA53A-A877-8E44-80E5-83C06D9C2644

E-Verify

Company ID Number:1215852 Client Company ID Number:1816318

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Tanya Hagan
Phone Number	(314) 633-8043
Fax Number	
Email Address	thagan@sumnerone.com

Name	Kelly Mixon
Phone Number	(314) 633-8044
Fax Number	
Email Address	kmixon@sumnerone.com

Docusign Envelope ID: 4A8EA53A-A877-8E44-80E5-83C06D9C2644

BUSINESS COMPLIANCE EXHIBIT E, ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services "unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel."

Exceptions: The statute provides two exceptions for this certification: 1) "contracts with a total potential value of less than one hundred thousand dollars" or 2) "contractors with fewer than ten employees." Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

> Company: any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.
>
> Boycott Israel and Boycott of the State of Israel: engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Certification - The vendor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

BOX A:	To be completed by any vendor that <u>does not meet the definition of "company"</u> above, hereinafter referred to as "Non-Company."
BOX B:	To be completed by a vendor that meets the definition of "Company" but has <u>less than ten employees</u>.
BOX C:	To be completed by a vendor that <u>meets the definition of "Company"</u> and <u>has ten or more employees</u>.

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BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Entity Name	Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name	Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that **SumnerOne, Inc.** (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

Kevin Snyder	
Authorized Representative's Name (Please Print)	Authorized Representative's Signature
SumnerOne, Inc.	9/30/2024
Company Name	Date

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BUSINESS COMPLIANCE EXHIBIT F,
SERVICES OUTSIDE THE UNITED STATES

Pursuant to Executive Order 04-09 subparagraph 4, no state agency shall award a contract to a vendor who contemplates performing work pursuant to the contract at a site outside of the United States, unless one of the exceptions identified below are met. This document must be satisfactorily completed prior to an award of a contract.

Therefore, the vendor must disclose whether services proposed would be performed at a location outside of the United States and provide details in the space below or on an attached page. If vendor does not complete the table below, the vendor is committing to complete all work in the United States for the duration of the contract.

Will any of the services proposed by the vendor be performed at sites outside the United States? If the answer is "yes", then provide the information below. If the answer is "no", then the vendor does not need to complete the rest of this exhibit.	Yes ☐	No ☒
Identify the **name of the vendor** that would be performing services at a site outside the United States.		
Describe the **services proposed to be performed** at sites outside the United States.		
Identify **where the services would be performed** at sites outside the United States.		
Identify when **(specific timeframe) in the life of the contract the services would be performed** at sites outside the United States.		
Identify **why the services need to be performed** at sites outside the United States.		
Identify whether the proposed services meet at least one of the conditions described in section 4, subparagraphs a, b, c, and d of Executive Order 04-09 and how the exception(s) is met. If the answer is "yes" and exemption applies, then provide the information below.	Yes ☐	No ☐

Mark the appropriate exemption below, and provide the requested details:

(a) ☐ Unique good or service that is deemed mandatory pursuant to the requirements herein and has no comparable domestically-provided good or service that can adequately duplicate the unique features provided by the vendor.
- EXPLAIN HOW THE GOOD OR SERVICE IS UNIQUE:_____

(b) ☐ Foreign firm hired to market Missouri services/products to a foreign country.
- IDENTIFY THE APPLICABLE PARAGRAPHS HEREIN: _____

(c) ☐ A significant or substantial economic cost factor exists that outweighs the economic impact of providing the function or professional services within the United States, and such failure in using the vendor's services would result in economic hardship to the state.
- EXPLAIN HOW:_____

(d) ☐ Vendor maintains significant business presence in the United States and only performs trivial portion of contract work outside US.
- IDENTIFY MAXIMUM PERCENTAGE of the overall value of the contract, for any contract period, attributed to the value of the services being performed at sites outside the United States identified above: ___%

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BUSINESS COMPLIANCE EXHIBIT G, EMPLOYEE/CONFLICT OF INTEREST

Vendors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information. The information must be provided prior to the award of a contract.

Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	
Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	_____%

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BUSINESS COMPLIANCE EXHIBIT H, FEDERAL FUNDING UNIQUE IDENTITY ID

Federal Debarment: The vendor must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law. The vendor should provide its Unique Identity ID number on the table below:

Unique Entity ID: The Unique Entity ID is the official identifier for doing business with the US Government. Vendors should register at https://sam.gov/content/home to be assigned a Unique Entity ID. In the table below, identify the Unique Identity ID number and, if applicable, the Parent Organization's Unique Identity ID Number. The Parent Organization's Unique Identity ID number is typically used by large organizations with multiple facilities in several locations. The parent organization's number is the number assigned to the headquarters for the operation.

Vendor Name: SumnerOne, Inc.	**Vendor's Unique Identity ID Number:** 4313327700 B
Parent Organization's Name:	**Parent Organizations Unique Identity ID Number:**

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SPCO
State Purchasing & Contracts Office

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

Issued by

THE STATE OF COLORADO

State Purchasing & Contracts Office

In collaboration with

NASPO ValuePoint

SOLICITATION NUMBER: RFP-NP-23-001

RELEASE DATE: February 3, 2023

REVISION DATE: February 27, 2023

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

Docusign Envelope ID: 4A8EA53A-A877-8E44-80E5-83C06D9C2644

RFP SUMMARY

I. OVERVIEW

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

Primary Products and Services:

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

Ancillary Products and Services:

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

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

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

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

II. GENERAL INFORMATION AND INSTRUCTIONS

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

Nikki Pollack
State Procurement Administrator
State of Colorado
Nikki.pollack@state.co.us

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

Instructions for locating RFP:

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

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

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

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

D. Important Dates

1. **RFP Pre-Proposal Webinar** (for Manufacturers only): February 9, 2023 at 1:00PM MST
   Attendance is optional, and registration is required. Please email Nikki Pollack to register.
2. **RFP Q&A Deadline:** February 16, 2023 at 3:00 PM MST
3. **RFP Q&A Posted:** February 2~~70~~, 2023 at 5:00 PM MST (actual ~~estimated~~)
4. **RFP Closing Date:** April 14, 2023 at 1:00 PM MST
5. **Public Opening of Proposals:** April 14, 2023 at 2:00 PM MST at meet.google.com/hfu-emcn-kid
6. **Award Notification:** June, 2023
7. **Master Agreement Negotiations:** June, 2023 – September, 2023
8. **Contractor Kick-Off Meeting:** September, 2023 (estimated)
9. **Contract Start Date:** August 1, 2024

   Dates and deadlines are subject to change. Offerors should continue checking the RFP Website for the most up-to-date information.

E. How to Ask Questions

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

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3. For assistance with technical issues associated with the RFP Website, contact the ColoradoVSS Help Desk at VSSHelp@state.co.us.

F. How to Respond

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

G. Public Opening of Proposals

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

III. SCOPE OF WORK

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A. A detailed description of the Deliverables being sought through this RFP is attached as **Attachment B, Scope of Work**.

B. The scope of this RFP and its resulting Master Agreement(s) is intended to benefit all state departments, institutions, agencies, and political subdivisions and other eligible public and nonprofit entities in the 50 states, the District of Columbia, and U.S. territories. Therefore, **Offerors should not interpret the Scope of Work to be associated with or limited to any specific purchase, implementation, project, need, or program** within the Lead State or any other state or eligible entity. Proposals should be generally applicable to all potential Participating and Purchasing Entities, except where specificity is requested.

C. The initial term of the Master Agreement(s) resulting from this RFP shall be 2 years, with the option to exercise renewals totaling up to an additional 3 years following the initial term, upon mutual agreement by the Lead State and Contractor.

IV. OFFEROR RESPONSE

A. **Required Submission Materials**. The following must be submitted with your Proposal in the format listed below:

1. **Folder 1: Administrative Documents**:

- **a.** Completed **Attachment K, Proposal Checklist**
- **b.** Completed and signed **Attachment D, Claim of Business Confidentiality**
- **c.** Completed and signed **Attachment E, Offeror Information, Acknowledgements, and Certifications**
- **d.** Completed and signed **Attachment E-1, W9 – Request for Taxpayer Identification Number and Certification**
- **e.** Redlined copy of **Attachment H, Sample Master Agreement** (if proposing modifications)
- **f.** Completed and signed **Attachment I, Proposed Modifications to Sample Master Agreement**

2. **Folder 2: Technical Response:**

- **a.** Completed **Attachment F, Technical Response Worksheet**
- **b.** **Technical Response Exhibits:**
  - **i.** Per Question 1.e) of Part II of Attachment F, provide a sample training plan or information sheet that you will give to your Dealers.
  - **ii.** Per Question 3.b) of Part II of Attachment F, provide a sample report of the SLA data requested.
  - **iii.** Per Question 3.c) of Part II of Attachment F, provide a copy of your organization's SLA. This SLA must, at a minimum, adhere to the requirements in Section IV.A.2 of Attachment, B, Scope of Work.
  - **iv.** Per Question 7.a) of Part II of Attachment F, provide a copy of your organization's Data Breach plan.

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

4. **Folder 4: Supplemental Documents:**
   a. Offeror must submit all Supplemental Documents *(refer to the definition in Attachment A, RFP Terms and Conditions*) with their Proposal. ***Please note:*** Offerors are not required to submit any software related documents with their Proposal (i.e. EULA's, click-wrap agreements, etc.).
   b. ALL Supplemental Documents must align with RFP and Master Agreement requirements. ***For example:*** This RFP stipulates that automatic renewals are NOT allowed, therefore; Supplemental Documents must have this requirement removed. ***Another example:*** ~~No~~ Most States will not indemnify, therefore; Supplemental Documents must have this requirement removed. The Supplemental Documents will be included as Exhibits in the Master Agreement, and while the Lead State will ensure that these documents align with said requirements, it will be at the discretion of the Participating State or Entity to review, further negotiate and/or utilize these documents in their Participating Addendum.
   c. All Supplemental Documents must be submitted in **Microsoft Office Word** format. PDF versions are NOT acceptable.
   d. Failure by an Offeror to align their Supplemental Documents with the RFP and Master Agreement, may result in the following:
      i. Delay in executing the Master Agreement (if Offeror's Supplemental Documents do not align with the RFP requirements (i.e. leasing, maintenance, etc.), then the Lead State will require Offeror to revise these documents before beginning any work on drafting the Master Agreement; or
      ii. Inability for Offeror to provide leasing or rental options under the Master Agreement.

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

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

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

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

V. EVALUATION AND AWARD PROCESS

A. Proposals will be sealed until the RFP Close Date. After opening, Proposals will be evaluated in stages as set forth in this section and further detailed in **Attachment C, RFP Evaluation Plan**.

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

2. **Stage 2: Mandatory Requirements.** Complete and responsive Proposals will be reviewed for compliance with mandatory requirements. Proposals failing to meet or exceed all mandatory requirements identified in Attachment C, RFP Evaluation Plan, may be rejected in accordance with Attachment A, RFP Terms and Conditions.

3. **Stage 3: Technical Criteria.** Proposals meeting the Mandatory Requirements will be independently evaluated by the Multistate Sourcing Team against the Technical Criteria set forth in Attachment C, RFP Evaluation Plan.

4. **Stage 4: Cost.** Proposals meeting the Mandatory Requirements will be evaluated by the Lead State for cost based on the Cost Criteria set forth in Attachment C, RFP Evaluation Plan.

5. **Stage 5: Score Finalization**. Under the guidance of the Lead State and NASPO ValuePoint, the Multistate Sourcing Team members will meet in person to review and modify their technical scores based on group discussion. This group discussion will be limited to evaluating members only (i.e. neither the Lead State, nor any employee of NASPO ValuePoint will be able to provide input into technical scores) and will be in accordance with Attachment C, RFP Evaluation Plan. Once technical scores are finalized and locked in, the Lead State will combine cost scores for each Group (e.g. A, B, C, D, E, F) and MPS, with each of the technical scores to determine a final score for each Group. The final score for each Group will have a maximum value of 100%.

6. **Stage 6: Award Determination**. After evaluations are completed, the Lead State and Multistate Sourcing Team will determine which Proposals are most advantageous to the Lead State and potential Participating and Purchasing Entities based upon the price and the evaluation factors set forth in Attachment C, RFP Evaluation Plan.

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B. The Offeror is responsible to provide requested information. Proposals shall be evaluated based on the merits of the information received.

C. The Lead State reserves the right to make Awards based on initial Proposals, so Offerors are encouraged to submit their most favorable Proposal at the time established for receipt of Proposals.

D. The Lead State reserves the right to request further details, including formulations, to clarify specifications, and such will be identified as confidential and used for Evaluation purposes only.

E. Only those Offerors who are likely to receive an Award may enter into discussions with the Lead State for the purpose of promoting understanding of the Offeror's Proposal, and to clarify requirements, including, but not limited to, best and final offer (BAFO). Discussions, clarifications, and demonstrations must be consistent with Offeror's original Proposal and will become an addendum to Offeror's Proposal.

F. The apparent successful Offeror(s) may be required to submit an audited financial statement for the most current reported period and a reasonable number of previous years (in order of preference), in order to assist the Lead State in making its determination of Offeror responsibility in accordance with Section 24-103-401, Colorado Revised Statutes (C.R.S). Such audited financial statements shall have been reviewed by a certified public accountant, a Third Party prepared financial statement if an audited or reviewed statement is not available, or another financial statement prepared in the routine course of the Offeror's business; and such documents are provided by Offeror to the Lead State at no cost to the Lead State.

G. This will be a multiple Award RFP.

H. Prior to announcement of Awards and execution of Master Agreements, the Lead State will present an Award recommendation to the NASPO ValuePoint Executive Council for approval of the proposed Awards.

I. Following approval of the NASPO ValuePoint Executive Council, a "Decision Memorandum" will document the basis for the Award decision. The Lead State will post the "Notice of Intent to Award" on Colorado VSS, and the "Decision Memorandum" will be sent via email to all eligible Offeror's that submitted a Proposal. The Lead State may then begin negotiations of Master Agreements with successful Offerors.

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THE STATE OF COLORADO

State Purchasing & Contracts Office

In collaboration with

Amendment # 1

SOLICITATION NUMBER: RFP-NP-23-001

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

Release Date: February 27, 2023

Docusign Envelope ID: 4A8EA53A-A877-8E44-80E5-83C06D9C2644

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

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

1. RFP Summary – Multi-Function Devices and Related Software Services and Cloud Solutions_updated 02.27.2023
2. Attachment B – Scope of Work_updated 02.27.2023
3. Attachment C – RFP Evaluation Plan_updated 02.27.2023
4. Attachment G – Cost Proposal Information and Instructions_updated 02.27.2023
5. Attachment G-1 – Group A Price List_updated 02.27.2023
6. Attachment G-2 – Group B Price List_updated 02.27.2023
7. Attachment G-3 – Group C Price List_updated 02.27.2023
8. Attachment G-4 – Group D Price List_updated 02.27.2023
9. Attachment G-5 – Group E Price List_updated 02.27.2023
10. Attachment G-6 – Group F Price List_updated 02.27.2023
11. Attachment H – Sample Master Agreement_updated 02.27.2023
12. Attachment J – Potential Participation_updated 02.27.2023
13. Attachment K – Proposal Checklist_updated 02.27.2023

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The following questions were submitted in response to this RFP:

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

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

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

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

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

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#	Document	Section Reference	Question	Answer
			from the main group and have entirely different discount structures.	
22	Attachment B, Scope of Work	Section IV.I.5.(5.1)	Does this mean that if a customer requests a device relocation, the hard drive should be cleansed prior to the shipping company taking possession?	No. Please see revised language in Attachment B.
23	N/A	N/A	For Offerors unfamiliar with Buyer's Lab, can the Lead State provide further information: **1.** Are there any costs or fees associated with listing products on Buyer's Lab? **2.** What types of information about the products available under the Master Agreement are required to be listed on Buyer's Lab? **3.** Will Awarded Contractor be required to complete product testing or third-party certification as part of the Master Agreement? **4.** How long does product testing generally take? **5.** Can the Lead State provide the technical requirements an Offeror will need to comply	**1.** You will need to address any cost or fees associated with this service with BLI directly. **2.** BLI is used to verify pricing, status of products, speed of devices, and Group/segment classification. **3.** Question is unclear; the State chooses not to respond. **4.** It depends on the product. You will need to address this with the independent testing facility that is testing your products. **5.** This question need to be directed to BLI, as this is not a Lead State duty.

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

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

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

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

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

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

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

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

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

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

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

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

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		Detailed Usage Reports	Sales Data, Sales Data Crosswalks and Executive Summary reports?	
72	Attachment H, Sample Master Agreement	Most Favored Customer	To comply with this clause, can the Lead State clarify if the following exclusions are allowed? **1.** Offeror's dealer program allows dealers to resell products in accordance with Offeror's dealer program requirements and is based on providing a wholesale discount rate to authorized dealers, but these discounts are not available to any public or private entity. **2.** GSA contracts. **3.** Global purchase agreements. **4.** Quantity purchase discount offer for POs during the past 12 consecutive months.	The intent of the language in this section is for the Awarded Contractor to simply notify the Lead State and NASPO ValuePoint if the Awarded Contractor has other provisions or agreements in place that could affect the promotion of the Master Agreement OR that could impact pricing adjustments to the Master Agreement. So for example, if your GSA contract has a provision which states that another cooperative contract can't have better pricing than what is on the GSA schedule, then you need to provide the Lead State and NASPO ValuePoint with a copy of that provision.
73	Attachment B, Scope of Work, and Attachment H, Sample Master Agreement	Lemon Clause	Offeror is requesting the Lead State to consider revising this section with the following language: Any Device that fails (except due to operator error, Purchasing Entity's physical site environment issues/malfunctions, 3rd party servicing the Device, normal wear and tear of the machine, failure of Purchasing Entity (and its designated personnel) to follow manufacturer's published operator manual, modifying the Device without obtaining authorized written consent from Contractor) to function in accordance with the Manufacturer's published performance	No.

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

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

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

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

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

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Attachment A
RFP TERMS AND CONDITIONS

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

I. DEFINITIONS

A. **A3 MFD** - A Multi-function Device which is designed to handle letter, legal, ledger and some smaller paper sizes, such as postcards and envelopes.

B. **A4 MFD** - A Multi-function Device which is designed to handle letter, legal and some smaller paper sizes, such as postcards and envelopes. Ledger size paper is NOT an option on this Device.

C. **Acceptance** - A written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a Product for which Acceptance Testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Device, unless the Purchasing Entity provides a written notice of rejection to Contractor.

D. **Acceptance Testing** - The process set forth in the Master Agreement for ascertaining that the Device meets the standard of performance prior to Acceptance by the Purchasing Entity.

E. **Accessory** - A compatible item that is added to the Base Unit to enhance its capabilities and functions.

F. **Authorized Dealer** - The Manufacturer's authorized sales and Service center (also known as a Dealer, Distributor, or Partner) that must be certified by the Manufacturer to sell the Manufacturer's Products, and perform machine installation and maintenance on Devices offered by the Manufacturer. A Purchasing Entity must be able to, at a minimum, visit the sales and service center to view and test Device.

G. **Award** - the selection of an Offeror based on the Offeror's Proposal, to receive a Master Agreement resulting from the RFP.

H. **Base Unit** - The copier, printer, Scanner, Large/Wide Format and Production Devices that include all standard Accessories and parts and excludes optional Accessories and/or software.

I. **Blended Rate** - A rate that is derived by taking the b&w and color cost per click rates on one or more Devices and calculating one rate that a customer will be billed for all copies, regardless of Device type and b&w or color output. Allows for simplicity when billing copies run.

J. **Bronze Standard** - Devices which meet less than 50% of the 28 optional EPEAT criteria.

K. **Business Day** – Any day other than Saturday, Sunday, or a legal holiday.

L. **Buyout to Keep** - The early termination option on an FMV or Capital Lease that involves the acquisition of the Device by the Purchasing Entity, and consists of any current and past due amount, plus the remaining stream of Device Payments.

M. **Buyout to Return** - The early termination option on an FMV, Capital or Straight Lease that involves

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

N. **Cancellable Rental** - An agreement that is cancellable upon the Purchasing Entity providing the Contractor with a thirty (30) day written notice, and is subject to a maximum penalty of up to three (3) months of Total Monthly Payments. Device ownership is not an option.

O. **Capital Lease** - For the purposes of this RFP and resulting Master Agreement(s), a Capital Lease shall also be referred to as a $1 Buyout Lease and title of the Device will automatically pass from the Contractor to the Purchasing Entity at the end of the Initial Lease Term, and the Purchasing Entity will not be subject to additional payments in order to assume ownership. However, it will be at the discretion of the Participating State or Entity as to whether other criteria will also be considered, such as a bargain purchase option, a lease term longer than 75% of the estimated economic life of the Device, or the present value of the lease payments is greater than 90% of the fair market value of the Device at the beginning of the Initial Lease Term, or any other legal requirements relating to a Capital Lease.

P. **Confidential Information** - means any and all information in any form that is marked as confidential or would by its nature be deemed confidential and is obtained by Offeror in connection with this RFP, including but not limited to the data or records of the Lead State, the Multistate Sourcing Team, NASPO, or NASPO ValuePoint.

Q. **Contractor** – The person or entity delivery Products and performing Services under the terms and conditions set forth in the Master Agreement.

R. **Coterminous** - Two or more leases or rentals that end at the same time. The original lease or rental payment is modified to reflect the addition of a new piece of Device or Accessory. The original term of the lease or rental is not modified as a result of a Coterminous addition.

S. **Deliverable** – A Product, Service, solution, result, labor, or other effort being sought through this RFP.

T. **Device** - The Base Unit, either with or without optional Accessories and/or software. May also be referred to as “Equipment.”

U. **Device Downtime** - The period of time that a Device is waiting for Service to be completed.

V. **Device Payment** - The Device portion of the payment, less any Service, Supplies, and maintenance.

W. **Device Trade-In** - An agreed upon transaction between the Purchasing Entity and Contractor, in which Contractor takes ownership of Purchasing Entity’s owned Device, often for a discounted amount.

X. **Device Upgrade or Downgrade** - A replacement of the Purchasing Entity’s existing lease or rental Device, with a different piece of Device, of either greater or lesser value. A new lease or rental is then originated for the new piece of Device, with the remaining lease or rental payments on the old Device wrapped into it. The old lease or rental is closed out, and the Device is returned to Contractor.

Y. **Electronic Product Environmental Assessment Tool (EPEAT)** - A tool which evaluates and selects Device according to a list of preferred environmental attributes. EPEAT registered means Devices

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meet the 1680.2 IEEE Standard for Environmental Assessment of Imaging Device, as amended.

Z. **Energy Star** - The U.S. Environmental Protection Agency's standard for energy efficiency.

AA. **Fair Market Value (FMV) Lease** - A lease in which the Purchasing Entity can either 1) Take title to the Device at the end of the Initial Lease Term by paying the residual value to Contractor, 2) Enter into a Renewal Term for the Device, or 3) Return the Device to Contractor at the end of the Initial Lease Term.

BB. **Free on Board (FOB) Destination** - Contractor is responsible for transportation and handling charges and the sale does not occur until the Products arrive at the Purchasing Entity's specified location.

CC. **Group** - The classification for the different types of Devices solicited in this RFP. Groups are determined by the Devices primary functions and/or capabilities.

DD. **Initial Lease or Rental Term** - The length of time (i.e. 12, 18, 24, 36, 48, or 60 months) that a Purchasing Entity enters into a lease or rental agreement.

EE. **Interested State** - A state that has requested to be identified as a potential Participating Entity in this RFP.

FF. **Large/Wide Format Equipment** - A Device that prints on a large paper via a variety of output options.

GG. **Lead State** - The State issuing this RFP.

HH. **Legacy Device** - Device that was purchased, leased, or rented either under a prior NASPO ValuePoint or WSCA Master Agreement, another program, or via any other means.

II. **Maintenance Agreement** - An agreement in which the Contractor provides monthly Service, parts, Supplies, and Preventative Maintenance on purchased, leased or rented Devices.

JJ. **Managed Print Services (MPS)** - The management, service, and support of the Purchasing Entity's entire enterprise and output infrastructure of printed materials, with the objective of creating a solution that improves the print process and reduces the expense of printed material.

KK. **Manufacturer** - A company that, as its primary business function, designs, assembles, and owns the trademark/patent and markets a Device. Also referred to as Offeror and Contractor.

LL. **Manufacturer's Suggested Retail Price (MSRP)** - The list price or recommended retail price of a Product in which the Manufacturer recommends that the retailer sell the Product.

MM. **Master Agreement** means a contract, resulting from this RFP, that is executed by and between a successful Offeror and the Lead State, acting in collaboration with NASPO ValuePoint.

NN. **Multi-function Device (MFD)** - A Device which incorporates the functionality of multiple Devices into one, such as print, fax, copy and scan. Each feature can work independently of the other.

OO. **Multistate Sourcing Team** - The group of individuals assisting the Lead State with solicitation and contracting activities, which may include but are not limited to development of this RFP, evaluation of Proposals, negotiation of Master Agreements, and evaluation of Contractor performance.

PP. **NASPO -** The National Association of State Procurement Officials.

QQ. **NASPO ValuePoint -** The cooperative contracting division of NASPO.

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RR. **Newly Manufactured** - Devices that have not been Refurbished, Remanufactured, rented, leased, sold, or used in a demonstration, and are currently being marketed by the Manufacturer.

SS. **Normal Business Hours** – Defined as the hours between 8AM and 5PM, Monday through Friday, Holidays excluded.

TT. **Not Specifically Priced (NSP)** - NSP items enhance or compliment the Device but are not listed in the Master Agreement Price List(s). NSP's may include Coin-Op equipment, empowering software etc.

UU. **OEM** - Original Equipment Manufacturer.

VV. **Offeror -** A Manufacturer submitting a Proposal in response to this RFP.

WW. **Order** – Any type of encumbrance document or commitment voucher, including, but not limited to, a purchase order, contract, MPS statement of work, Maintenance Agreement, lease agreement, rental agreement etc.

XX. **Participating Addendum** - A contract, referencing a Master Agreement, that is executed by and between a Contractor and a Participating Entity and may include Participating Entity-specific requirements and terms.

YY. **Participating Entity** - A state, or another entity authorized to enter into a Participating Addendum, that executes a Participating Addendum with a Contractor.

ZZ. **Preventative Maintenance** - The servicing of a Device for the purpose of maintaining a satisfactory operating condition by providing systematic inspection, detection, and correction of failures either before they occur or before they develop into major defects.

AAA. **Private Label** - Devices that are manufactured by one company and sold under a retailer's brand name.

BBB. **Production Device** - A high-speed, high-quality printing Device that typically has advanced finishing functionality.

CCC. **Product** – Devices, Accessories, parts, software, and/or Supplies provided by Contractor pursuant to the Master Agreement.

DDD. **Proposal** - An Offeror's submission in response to this RFP, including information submitted directly through the RFP Website and information submitted after the RFP Close Date at the request of the Lead State.

EEE. **Purchasing Entity** – A city, county, district, institution of higher education, and some non-profits who issue an Order against the Master Agreement via their Participating State or Entity's Participating Addendum.

FFF. **Refurbished** - A Device which has received extensive maintenance and/or minor repair, including the replacement of all standard parts subject to wear during the normal course of use. For the purpose of this RFP and resulting Master Agreement(s), Refurbished Device shall not have more than 750,000 original copies on it. In addition, Refurbished Device must only contain OEM parts. Refurbished Device must be certified by the Manufacturer.

GGG. **Remanufactured** - The process of disassembling Devices known to be worn or defective that can be

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. GOVERNING LAW AND VENUE

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A. This RFP and Offeror's participation in it is governed by and construed in accordance with the laws, rules and policies of the State of Colorado. Further, Offeror must comply with all applicable federal laws.

B. Unless otherwise specified in this RFP, the venue for any protest, claim, dispute, or action relating to this RFP, including evaluation and Award, is in the state of Colorado.

C. Any claim relating to this RFP brought in a federal forum must be brought and adjudicated solely and exclusively within the United States District Court for the Lead State.

III. RFP DOCUMENTS

A. RFP Website.

1. The RFP Website is the sole source for official RFP documents and updates. The Lead State may, but is under no obligation to, notify Offeror of updates to the RFP Website, including the posting of RFP amendments.

2. Documents from this RFP may be posted on multiple websites, including non-Lead State procurement solicitation boards and the NASPO ValuePoint website, or distributed through other channels, such as email. Such distribution is for advertising and informational purposes only, and documents and information from sources other than the RFP Website should not be relied upon to develop or submit a Proposal. Proposals or questions submitted through any means other than those specified in this RFP will not be addressed or considered by the Lead State.

B. RFP Amendments.

1. The Lead State may, at any time and in its sole discretion, issue one or more amendments to this RFP. Information shared orally or in informal communications will not be considered an amendment unless explicitly stated in the communication or documented in writing on the RFP Website.

2. The Lead State may extend any deadline given to Offerors during the RFP process, including the RFP Close Date and RFP Q&A Deadline.

3. The Lead State may make immaterial corrections or clarifications to the RFP.

4. Offeror is wholly responsible for reviewing amendments and updates to the RFP Website, acknowledging amendments as required, and submitting a Proposal that is responsive to and compliant with the RFP as amended.

C. Waiver.

1. The Lead State may waive any requirement in this RFP if the Lead State determines that waiver is in the best interest of the Lead State and potential Participating Entities and Purchasing Entities.

2. Waiver of a requirement will not be construed as waiver of any other requirement in this RFP.

3. The Lead State may waive minor irregularities or defects in an Offeror's Proposal.

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D. Protest Information.

1. In accordance with Article 109 of the Colorado Procurement Code, any aggrieved party in connection with the RFP or Award of a Master Agreement may protest by sending an email to the following: John Chapman at john.chapman@state.co.us. The protest shall be submitted within ten (10) Business Days after such aggrieved party knows or should have known of the facts giving rise to the protest.

2. C.R.S Title 24, Article 109, Section 505, Costs, in part, states that when a protest is sustained and the aggrieved party should have been, but was not awarded the contract under the Solicitation, the aggrieved party shall be entitled to the reasonable costs incurred in connection with the Solicitation, including bid preparation costs. Reasonable costs shall not include attorney fees. No other costs shall be permitted.

IV. PROPOSALS

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

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

C. Cost Proposal.

1. Offeror must review **Attachment G, Cost Proposal Information and Instructions** and then complete all required elements of **Attachments G-1 through G-6** (or any Groups Offeror is responding to) and **Attachment G-7** (if submitting a response for MPS). The format and structure of the Cost Proposal is intended to allow for a fair evaluation of like costs among Offerors. Deviation from the format or structure of the Cost Proposal may result in Offeror's Proposal being deemed non-responsive.

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

   a. Inclusion of cost or pricing information in any document other than Attachments G-1 through G-7, may result in Offeror's Proposal being deemed non-responsive.

   b. Submission of costs determined not to be reasonable by the Lead State may result in Offeror's Proposal being rejected, regardless of the results of the Cost Proposal evaluation.

D. Proposed Modifications to the Sample Master Agreement.

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

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

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

3. The following may not be considered by the Lead State:

a. Any proposed modification not submitted with Offeror's Proposal;

b. Any proposed modification not accompanied by an explanation as required in Attachment I;

c. Any proposed modification not reflected in redlined edits to Attachment H and submitted with Offeror's Proposal; and

d. Any proposed modification merely referencing another document or a URL.

4. Offerors may propose additional terms but must include them as redlines to the Sample Master Agreement, and must indicate in Attachment I that such redlines have been made and where they can be located in the Sample Master Agreement.

E. **Proposal Contact.**

1. The Proposal Contact identified by Offeror in **Attachment E, Offeror Information, Acknowledgements, and Certifications** must be able to respond timely to communications from the Lead State. Offeror must, within 24 hours, notify the Lead State of any change to Offeror's Proposal Contact. Offeror is wholly responsible for ensuring communications received by Offeror's Proposal Contact are reviewed and addressed timely by the appropriate personnel.

2. The Lead State may, but is under no obligation to, notify Offeror's Proposal Contact of updates to the RFP Website, including the posting of RFP amendments. Offeror is wholly responsible for reviewing updates and submitting a Proposal that is responsive to and compliant with the RFP as amended.

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

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

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

1. Offeror grants Lead State and NASPO a perpetual, irrevocable, non-exclusive, royalty-free, and transferable right to display, modify, copy, and otherwise use the contents of Offeror's Proposal, which may be:

a. Shared with NASPO members;

b. Shared with entities represented on the Multistate Sourcing Team;

c. Posted to the NASPO ValuePoint website following execution of Master Agreements for examination by potential Participating Entities and Purchasing Entities;

d. Subject to disclosure in accordance with applicable public information laws, rules, and policies; and

e. Subject to retention, archiving, and destruction in accordance with applicable retention laws, rules, and policies.

2. If Offeror is claiming any portion of its Proposal as confidential, proprietary, or protected, Offeror must complete the required sections of **Attachment D, Claim of Business Confidentiality**, and submit with Offeror's Proposal a redacted copy of Offeror's Proposal, which must be clearly marked as such. Offeror may not mark pricing or Offeror's entire Proposal as confidential, proprietary, or protected. Submission of a Claim of Business Confidentiality does not guarantee that information claimed by Offeror as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable public information laws, rules, and policies. If Offeror fails to submit a redacted copy of Offeror's Proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Offeror releases the Lead State, NASPO, NASPO members, and entities represented on the Multistate Sourcing Team from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.

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

V. RIGHTS RESERVED TO THE LEAD STATE

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

1. The Lead State may change the RFP contact at any time. The Lead State will notify potential Offerors of the change via an amendment to this RFP, an email to the Offeror's Proposal Contact, or an update to the RFP website.

2. The Lead State is not required to disclose the composition of the Multistate Sourcing Team and may, at any time and without notice, change the composition of the Multistate Sourcing

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

B. **Rejection of Proposals.** The Lead State may reject Offeror's Proposal at any time if the Lead State determines that:

1. The Proposal is non-responsive; or

2. The Proposal has failed to meet any mandatory requirement of the RFP, including any minimum scoring threshold;

a. Offeror is not responsible; or

b. Offeror has committed a violation of procurement law, rule, or policy.

C. **Cancellation.**

1. The Lead State may cancel this RFP at any time if the Lead State determines that cancellation is in the best interest of the Lead State and potential Participating Entities and Purchasing Entities.

2. Following cancellation, the Lead State may, at its discretion, re-issue this RFP or issue another RFP for the same or similar Deliverables.

D. **No Exclusivity.**

1. Master Agreements resulting from this RFP will be established solely for the convenience of Participating Entities. The Lead State, Participating Entities, and Purchasing Entities reserve the right to obtain the same or similar Deliverables from other sources when in their best interest and permitted by applicable law, rule, or policy.

2. The Lead State may, at its discretion, issue a supplemental solicitation during the term of a Master Agreement resulting from this RFP if the Lead State determines that:

a. There is insufficient competition among Contractors awarded a Master Agreement resulting from this RFP;

b. The quantity or diversity of Deliverables available through Master Agreements resulting from this RFP is insufficient to meet demand; or

c. Changes in the industry, market, or technology justify the solicitation of new or supplemental Contractors or Deliverables.

E. **Conditional Awards.**

1. Award and execution of a NASPO ValuePoint Master Agreement by the Lead State is conditioned upon the following:

a. Approval by the NASPO ValuePoint Executive Council;

b. Approval by any individual or group of individuals required to approve Lead State contracts, such as legal counsel, an overseeing board, or agency head; and

c. Negotiation of Master Agreement terms, conditions, and pricing satisfactory to the Lead State, awarded Offeror, and NASPO ValuePoint.

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

F. **Term.** The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement resulting from this RFP for the purpose of making the Master Agreement coterminous with others. If this RFP is a re-solicitation of an existing NASPO ValuePoint portfolio, the Lead State may, at its option, defer the effective date of Master Agreements resulting from this RFP to reduce or eliminate overlap in portfolio terms.

G. **News Releases.** News releases pertaining to this RFP and associated Awards are prohibited by the Offeror, unless prior written approval has been provided by the Lead State.

VI. POTENTIAL PARTICIPATING ENTITIES

A. Interested States.

1. States that have requested to be named in this RFP as potential participants in the resulting Master Agreement(s) are listed as Interested States in **Attachment J, Potential Participation**. This list neither guarantees execution of a Participating Addendum by an Interested State nor precludes execution of a Participating Addendum by any state or entity not identified as an Interested State.

2. The Estimated Annual Volume in Attachment J aggregates usage estimates, self-reported by the Interested States, which may be based on any factor considered relevant by each Interested State, including historical usage and anticipated future usage. No minimum or maximum level of sales volume is guaranteed or implied.

3. Some Interested States have also provided state-specific terms and conditions that may apply to a Participating Addendum executed with an Offeror awarded a Master Agreement through this RFP. Any terms and conditions included in Attachment J are being provided for informational purposes only and will not be incorporated into the Master Agreement or addressed or negotiated by the Lead State. Participation and the terms and conditions applicable to each Participating Entity will be determined by the Participating Entity following negotiation of a Participating Addendum with a Contractor.

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

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Attachment B
SCOPE OF WORK

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

I. Master Agreement Overview

A. Contractor may not provide Products that have not been approved by the Lead State, with the exception of NSP items, as referenced in **section II.B.3**.

B. Contractor may offer Devices in any Segment of any Group they are Awarded, as long as the Device meets the minimum requirements of the RFP, and the discount offered is the same as the discount proposed for that Segment within that Group. Refer to the instructions in **Attachment G, Cost Proposal Information and Instructions**, as well as each of the **Group Price Lists (Attachment G-1 through G-6)** for additional information.

~~**C.** Per Section 508 of the United States Workforce Rehabilitation Act of 1973, Contractor must offer Devices in at least one (1) Group under the resulting Master Agreement that can be accessible to people with disabilities.~~

D. Any Devices added to the Master Agreement throughout the term of the Contract must be discounted according to the proposed discount for the appropriate Segment or as specified in **section II.A.4.**

E. MPS will NOT be a separate Award. The only way Contractor can provide MPS under the Master Agreement is if they are awarded Group A, B, C, D, E and/or F. If Contractor is awarded MPS however, they may provide it under any Group, regardless of whether they have been awarded that Group. However, MPS may not be provided on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless Contractor has a written agreement with the Manufacturer to do so. Further, Contractor is not permitted to provide (e.g. sell, lease, rent) Devices under any Group they have NOT been awarded.

F. Contractor may add, remove or modify Products and Services on their Price Lists **once per calendar month** ~~**quarter**~~, provided the Products and Services fall within the scope of the RFP and resulting Master Agreement. Modifications do NOT include price increases.

G. Any Device additions must be updated with Buyer's Lab within ninety (90) days of submission to the Lead State. Failure to adhere to this requirement will result in the Device(s) being removed from the Master Agreement Price List(s) until such time they can be verified on Buyer's Lab. In addition, if a Device is acquired by a Purchasing Entity that is not listed on Buyer's Lab within 90 days of it being added to the Price List, then Contractor shall remove the Device from the Purchasing Entity location and substitute it with a Device of equal or greater value, at no charge to the Purchasing Entity. This substituted Device must be on the Price List, AND listed on Buyer's Lab.

H. Pricing

1. MSRP/List Price discount percentages must be guaranteed throughout the term of the Master Agreement, including any renewal terms, however; Contractor may increase its discount percentage at

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any time. The Lead State must be notified of any such discount percentage increase, and provided with a copy of the new Price List(s).

2. Pricing must include all shipping, delivery, and installation costs associated with the Products. Excess installation charges however, may be billable. Refer to **section IV.G.5** for more information.

3. The proposed pricing shall be Ceiling Pricing. Contractor may offer lower pricing on a per Order basis to Purchasing Entity's; likewise, Purchasing Entity's may request lower pricing on a per Order basis from Contractor.

4. Price Lists received after the 1st day of the new quarter may not be approved for up to thirty (30) days following submission. In addition, errors in Contractor Price Lists may delay the approval process further.

5. Contractor may update their lease and rental rates once per quarter by providing the Lead State with documentation regarding said rate changes. Updates to lease and rental rates will not be permitted until 8/1/2025.

6. Pricing submitted with Contractor's proposal shall remain firm during the first twelve (12) months of the Master Agreement (e.g. 8/1/2024 – 7/31/2025). Contractor may then update their pricing **once per calendar year**. All requested price increases must be sent to the Lead State and include documentation from Contractor which provides a detailed explanation for the increase. While there will not be any restrictions regarding direct and indirect cost increases, it will be at the Lead State's sole discretion to determine if the requested increase has a direct correlation to the Deliverables being offered under the Master Agreement. Price increases shall be allowed for all Products and all Services, including rate and fee structures on maintenance plans.

7. All approved Price Lists will be submitted by the Lead State to NASPO ValuePoint. Contractor shall then update all applicable websites with the new Price Lists after the NASPO ValuePoint website has been updated. Contractor is not permitted to send Price List updates directly to NASPO ValuePoint.

8. All inclusive Cost Per Copy (CPC) programs may be offered upon request by the Participating State or Entity, but pricing must not exceed Master Agreement pricing. Contractor must provide the Participating State or Entity with their pricing breakdown which enables the Participating State or Entity to easily compare the pricing in the CPC structure against the pricing in the Master Agreement.

9. Contractor may offer state-wide promotional discounts, customer location specific discounts, bulk discounts, or spot discounts. Contractor must notify the Participating State or Entity Contract Administrator of special state-wide promotional discounts.

II. Master Agreement Deliverables

A. Primary Product and Service Offerings

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

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

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

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

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

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

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

*Speeds denoted above are based on b&w output

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

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

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

2.1 Group A – MFD, A3

a. New power filter;

b. Duplex for Segment 3 and above;

c. Standard paper drawer(s) equal to or greater than:

i) One (1) paper supply for Segment 2;

ii) Two (2) paper drawers for Segments 3 and 4; and/or

iii) 2,000 sheet paper capacity for Segments 5 and above.

iv) Paper size capacity up to 11” x 17”; and

v) Bypass paper supply, if applicable for Segment.

2.2 Group B – MFD, A4

a. New power filter;

b. Bypass paper supply;

c. Standard paper drawer(s) equal to or greater than:

i) One (1) paper supply for Segments 1 and 2;

ii) Two (2) paper drawers for Segments 3 and 4; and/or

iii) 1,000 sheet capacity for Segments 5 and above.

d. Paper size capacity up to 8 1/2” x 14”; and

e. Envelope adjustment capability.

2.3 Group C – Production Equipment

a. New power filter;

b. Standard paper drawer(s);

c. Standard paper capacity;

d. Duplex; and

e. Network connectivity.

2.4 Group D – Single-function Printers

a. Must include an inkjet, light emitting diode (LED), or laser print engine;

b. Standard paper drawer(s);

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c. Standard paper capacity; and

d. Network connectivity.

2.5 Group E – Large/Wide Format Equipment

a. Hard-Disk drive;

b. Network connectivity;

c. Touch screen control panel; and

d. Automatic Media Selection – a built-on sensor detects the size of the original and the proper media size is then selected.

2.6 Group F – Scanners

a. Charge-Coupled Device (CCD) or Contact Image Sensor (CIS);

b. Automatic Document Feeder (ADF);

c. Letter or legal paper size capacity;

d. Color depth of at least 24 bytes; and

e. Single pass duplex scan.

3. Device Standards. Devices must meet the following requirements:

3.1 Group A Base Units are OEM only.

3.2 Group A and Group B must be EPEAT registered to a minimum of Bronze Standard within one (1) year of being added to the Master Agreement Price List.

3.3 Group D must be Energy Star compliant or EPEAT registered to a minimum of Bronze Standard within one (1) year of being added to the Master Agreement Price List.

3.4 Group E must be Energy Star compliant and registered within one (1) year of being added to the Master Agreement Price List.

3.5 If Contractor Devices fail to meet the EPEAT Bronze Standard, or be Energy Star compliant (applicable to Group D and E Devices only) within one (1) year, then they will be removed from the Price List. If said Devices have already been placed at a Purchasing Entity's location, then Contractor must replace the Devices with a comparable, qualified model, at no cost to the Purchasing Entity.

3.6 Must be Newly Manufactured, current, Remanufactured, or Refurbished, except as specified in a Participating Addendum.

3.7 Devices, when installed, and if available, must be set-up to receive automatic software updates and patches.

3.8 Specifications must be published on the Contractor website.

3.9 MSRP must not exceed what is listed with Buyers Laboratory Inc., or List Price must not exceed what is published on the Manufacturer's website.

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

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

4. Device Exceptions

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

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

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

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

5. Accessories

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

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

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

6. Remanufactured and Refurbished Equipment

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

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

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

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

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

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

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6.7 Refurbished Equipment shall be offered at a minimum discount of 10% less than the lowest priced Device of the Group and Segment to which the Refurbished Equipment belongs.

6.8 Service and Supplies for Remanufactured and Refurbished Equipment will receive the same pricing as the published price for the Group and Segment to which it belongs.

7. Group G - Software

7.1 May be provided by Contractor to enhance the capabilities of the Devices, or may be provided as a standalone option on any owned, leased or rented Device.

7.2 Software pricing for unique designs or complex configurations will be quoted on a case by case basis.

7.3 Contractor may provide OEM and/or Third Party software.

7.4 All software drivers shall be, at a minimum, Windows 10 compliant, and all Devices must have universal software drivers.

7.5 Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software, provided such terms do not contradict the language in the Master Agreement, and unless otherwise stated in a Participating Addendum.

7.6 Software Subscriptions

a. Software pricing shall be inclusive of available software patches and any updates.

b. Purchasing Entities shall have the option to finance software subscriptions by utilizing the proposed lease and rental rates.

c. Any new releases of software versions (upgrades) shall be chargeable to the Purchasing Entity; however, Contractor may not charge for the installation of the software upgrade, unless installation is excessive, and charges are agreed to by Purchasing Entity.

d. License fees and support fees shall remain firm throughout the term of the agreement.

e. Software subscriptions shall not be subject to automatic renewals, unless otherwise agreed to in an Order.

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

g. Contractor shall provide a web-based or toll-free hotline during Normal Business Hours for Purchasing Entities to report software problems or answer software related questions.

8. Group H – Consumable Supplies

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

8.2 Contractor may offer OEM or compatible consumable Supplies for Groups A, B, C, D and F. These Supplies may be purchased as standalone items or included as part of a Maintenance

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

a. Toner;

b. Staples;

c. Ink;

d. Print Cartridges;

e. Imaging Drums;

f. Fuser Kits;

g. Cleaning Kits;

h. Transfer Kits;

i. Waste Toner Bottles;

j. Fuser Oil;

k. Ozone Filters;

l. Ribbon;

m. Developer;

n. Rollers and Pads; and

o. Maintenance Kits.

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

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

9. Service Offerings

9.1 Group I - Managed Print Services

a. The main components of an MPS engagement are needs assessment, selective or general replacement of Devices, and the Service, parts and Supplies needed to operate the new and/or existing Devices, including existing Third Party Devices as owned by the Purchasing Entity. The Contractor tracks how the Device fleet is being used, the problems associated with that use, and customer satisfaction in regards to meeting statement of work objectives.

b. In addition to the ongoing monitoring and management of a fleet of Devices, Contractor must also offer project implementation Services, and customer help-desk support and training.

c. Contractor may also offer hourly Services for consulting purposes, project management,

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

d. MPS may also include enterprise content management Services and workflow optimization components, such as scanning and document capture solutions, developing custom applications for smart MFDs that automate paper-intensive document workflows and route scanned pages to document management systems. It can also be extended to include the restructuring of document workflows. Some MPS engagements may be designed to improve document security or to reduce print volumes and power consumption for environmental reasons.

e. All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, similar to the format referenced in **Attachment B-4, Sample MPS Statement of Work**, and it must be approved by both parties prior to the initiation of any engagement.

f. Any MPS engagement shall include the following:

- **i)** **Free Initial Assessment** (includes, but is not limited to: document workflow; identification of Service, Supplies, and parts; current output; total cost of ownership; employee to Device ratio; preliminary estimated cost savings);
- **ii)** **Implementation** (e.g. plan development; hardware and software installation and set-up);
- **iii)** **Remote Device Monitoring** (e.g. job accounting; automated meter reads; automated toner replenishment);
- **iv)** **End-user Support** (e.g. training; Help Desk); and
- **v)** **Account management** (e.g. reporting; invoicing; customer business reviews).

g. The MPS engagement may include, but is not limited to, the following:

- **i)** **Professional Services** (e.g. consulting; project management; record management; network and data security; document workflow consulting; document scanning; back-file conversion; mail-room Services);
- **ii)** **Cost-based Assessment** (e.g. asset mapping; end-user survey; detailed recommendation; analysis and plan design);
- **iii)** **Change Management;**
- **iv)** **Maintenance** (e.g. Preventative Maintenance; Service and repair; on-site break/fix; parts management; warranty management);
- **v)** **Ongoing Fleet Management and Optimization** (e.g. consumable spend; continual assessments; green initiatives; add/move/change Services; disaster recovery).
- **vi)** **Software and Cloud Solutions** (e.g. mobile print, pull-print, enterprise content management; automated workflow; capture and route; security); and
- **vii)** **Cartridge Recycling**.

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h. The free initial assessment shall not constitute a commitment on behalf of the Purchasing Entity. Upon request from a Purchasing Entity, Contractor must provide the assessment with the understanding that the Purchasing Entity is under no obligation to enter into an MPS engagement.

i. MPS pricing and billing options shall be flexible and the Purchasing Entity will drive the complexity of the solution required with a staged approach to implementation.

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

a. Pricing

i) Pricing must include a zero base, cost per click rate for b&w and/or color for Groups A, B, C and D.

ii) Pricing for a monthly base charge, a set copy allowance and an overage rate for b&w and/or color may also be provided.

iii) Pricing for a monthly base charge, a set copy allowance, an overage rate for b&w and/or color, and Supplies may also be provided.

iv) Flat Rate Fee pricing must be provided that includes all parts, labor, Preventative Maintenance, and Service Calls~~, and Supplies~~ for Groups A, B, C and D. Supplies may or may not be included.

v) Pricing for ALL Groups may ~~must~~ also be provided that includes all parts, labor, Preventative Maintenance (if applicable), and Service Calls, but excludes Supplies.

vi) Paper and ink for Group E Devices shall not be included as part of the Service and Supply pricing.

vii) Contractor may increase their Service and Supply pricing to include staples (if applicable to the Device).

viii) Contractor may provide a flat rate fee without staples, and a flat rate fee with staples. All flat rate fees shall allow for an annual increase of up to 5%.

ix) Contractor may charge flat rate fees for Services performed on any Accessories.

x) Service Calls due to misuse, neglect or abuse shall not be covered by the Maintenance Agreement, and Contractor and Authorized Dealers may bill the Purchasing Entity at an hourly rate for Services rendered.

xi) 11”x17” impressions may be counted as one (1) click or two (2) clicks on Group A and C Devices.

xii) Contractor may offer a one (1) click rate that encompasses all paper sizes for Group C Devices.

xiii) A two-sided document shall be counted as two (2) clicks.

xiv) Contractor must not charge for scans on any MFD.

b. Initial Term

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

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ii) For lease and rental Devices, the Maintenance Agreement term is equal to the term of the lease or rental (i.e. 24, 36, 48 months etc.).

iii) For purchased Devices, the initial term is determined by the Purchasing Entity, as long as it does not exceed 60 months on Group A, Group B, Group D, Group E, and Group F Devices, and 120 months on Group C Devices.

c. Renewal Term

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

ii) If a Purchasing Entity wishes to renew a Maintenance Agreement for Devices that were acquired under prior Master Agreement (RFP-NP-18-001) or Master Agreement (3091), then **section II.A (9.2)(h)** shall apply.

d. Blended Rates

i) Contractor must have the ability to blend the Service and Supply costs over a large Device fleet, and the Blended Rate must cover all units in the fleet.

ii) The Blended Rate must be divided between b&w and color.

iii) Contractor shall provide the Purchasing Entity with the Blended Rate calculation prior to Order placement.

iv) Utilizing a Blended Rate shall be at the discretion of the Participating State or Entity.

e. Manual Meter Reads

i) Contractor must have an electronic method for collecting meter reads from a Purchasing Entity.

ii) Meter reads may be submitted via the Contractor's online portal, or through email, or facsimile.

iii) A Participating State or Entity may also elect, at their discretion, to submit meter reads through the Device.

f. Customer Owned Devices

i) Purchasing Entities may elect to enter into a Maintenance Agreement for Devices they already own, or Devices they acquire through an up-front purchase.

ii) The Maintenance Agreement may be priced on a flat rate fee, which shall include parts, labor, Preventative Maintenance (if applicable) and Service calls. Supplies may or may not be included.

g. Lease or Rental Devices

i) Contractor shall be required to provide a Maintenance Agreement on all Devices that are leased or rented by a Purchasing Entity.

ii) The Maintenance Agreement shall be priced based on a cost per click rate, or a

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monthly base charge.

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

h. Legacy Devices

i) Upon request from the Purchasing Entity, Contractor may provide a Maintenance Agreement on any Device that is owned or was leased or rented through Master Agreement (RFP-NP-18-001), Master Agreement (3091), or via any other means, providing the following conditions are met:

1) The Device has not reached the end of its Useful Life;

2) The maximum term of the Maintenance Agreement does not exceed the Useful Life of the Device, unless otherwise specified in a Participating Addendum; and

3) The Maintenance Agreement adheres to the same requirements as outlined in **sections II.A (9.2)(f)** and **II.A (9.2)(g)**.

ii) Devices that were previously serviced by another Dealer or Manufacturer must be inspected and repaired, if necessary. Upon mutual agreement, Contractor may charge Purchasing Entity for any parts and/or labor required to bring the Device up to acceptable maintenance levels.

iii) If the Device has been at the Purchasing Entity's location for less than five (5) years, then Maintenance Agreement pricing shall not exceed the new Master Agreement pricing, until the Purchasing Entity reaches the five (5) year mark. Refer to **section II.A (9.2)(h)(iv)** below for additional information.

iv) If the Device has been at the Purchasing Entity's location for more than five (5) years, then Maintenance Agreement pricing shall not exceed 120% of the Service and Supply pricing in the new Master Agreement.

B. Ancillary Product and Service Offerings

1. Sub-Group Categories. The following Products and Services are sub-groups of the Primary Product and Service Offering Groups and may only be offered if Contractor is awarded in the corresponding Primary Product Group, unless otherwise noted:

1.1 Sub-Group G1 – Software Related Services. This is a sub-group of Group G – Software. All Contractors are permitted to offer software under the resulting Master Agreements, so Contractors are not precluded from offering these Services. This sub-group shall include, but not be limited to, the following Services:

a. Cloud-based scanning (software as a service, enterprise content management); and

b. Industrial Print solutions (back-file conversion, enterprise content management).

1.2 Sub-Group C1 – Standalone Production Devices. This is a sub-group of Group C – Production Equipment. Contractors may only offer Products under this sub-group if they are awarded Group C. Products offered under this sub-group are not restricted to OEM, and may include, but not be limited to, the following:

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a. Cutters;

b. Inline Finishers;

c. Folders;

d. Sorters;

e. UV Coaters; and

f. Binders.

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

a. Digital Label Press;

b. Digital Press;

c. 3D Printers;

d. 48" and larger Wide Format Printers (roll-fed, hybrid, flatbed);

e. Continuous Feed Inkjet;

f. High Speed Inkjet; and

g. Decorative Print & Embellishment.

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

a. Barcode labels;

b. High Volume Inkjet;

c. 3D Printers;

d. Receipt printers;

e. Card printers; and

f. Cable printers.

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

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

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3. Open Market Items

3.1 Contractor may offer Not Specifically Priced (NSP) items that compliment or enhance the Devices and/or Services offered under the resulting Master Agreement(s). NSP items will **not** include:

a. Interactive White boards;

b. Computers, monitors, or other related hardware items;

c. Fax machines;

d. Kiosk machines;

e. Overhead Projectors; and

f. Cameras.

3.2 NSP items may only be acquired through the Contractor or their Authorized Dealer and must be reported quarterly with all other sales under the resulting Master Agreement.

3.3 NSP items must be priced at a minimum discount of 15% from MSRP or List Price.

3.4 NSP items ~~shall not~~ may be offered to a Purchasing Entity as a stand-alone option, and the maximum allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.

3.5 It shall be at the discretion of the Participating State or Entity to allow Open Market Items in their Participating Addendum.

4. Emerging Technologies

4.1 Upon approval from the Lead State, Contractor may add new, related technology to the resulting Master Agreement.

4.2 Technology is not restricted to OEM, nor is it required to be Private Labeled.

4.3 Any new technology that a Contractor requests to add to their Price List must contain a full description of the Product, the MSRP and pricing information, and an explanation/justification as to how the Product conforms to the requirements of the RFP and resulting Master Agreement.

4.4 Any new technology must be priced according to the minimum discount offered for any Product under the resulting Master Agreement. Please note: No discount or a 0% discount does not qualify as a "minimum" discount.

III. Purchase, Lease and Rental Programs

A. Acquisition Methods. Contractor may offer the following:

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

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

1. All Products on Contractor's Price List may be purchased, leased or rented, either as a packaged-deal, or stand-alone item.

2. Contractor may also offer 72, 84, 96, 108, and 120-month lease and rental rates for Group C and Sub-Groups C1 and C2 Devices only.

B. Device Trade-In

1. A Purchasing Entity shall have the option, at the Contractors sole discretion, and based upon Participating State or Entity regulations and laws, and Purchasing Entity policies, to do a Device Trade-In, when placing a purchase, lease or rental Order.

2. The value for the Device Trade-In shall be negotiated by the Purchasing Entity and the Contractor, and shall not include any disposal or shipping fees.

C. Lease and Rental Rates

1. Contractor may elect to include property tax in their lease and rental rates, or they may bill the Purchasing Entity separately for property tax.

2. Once a Purchasing Entity enters into a lease or rental agreement, the rate must remain fixed throughout the Initial Lease or Rental Term.

3. Device Payments for Renewal Terms must never exceed Master Agreement pricing.

4. If a Purchasing Entity enters into a Renewal Term, then the Device Payment will be subject to the lease and rental rates listed in the most recent Price List(s) posted on the NASPO ValuePoint website.

5. Contractor may update lease and rental rates on a quarterly basis to allow for changes in the financial market. The rates must be indexed against the US Daily Treasury Yield Curve Rates, or a comparable index, and must be the rate in effect at the end of each calendar quarter.

6. Lease and rental rates must be proposed as a decimal multiplying factor in such a manner that the purchase price of the Device may be multiplied by the lease or rental rate to arrive at the resulting monthly Device Payment. Proposed rates must include the following information:

   6.1 The Daily Treasury Yield Curve (or comparable index) Rate;

   6.2 The date used for the Daily Treasury Yield Curve (or comparable index) Rate;

   a. The fixed margin for each lease and rental type being proposed, and how that margin is determined; and

   b. The methodology for determining the 48 month base rate if a 4-year rate is not published.

   6.3 Offerors are not required to submit rental rates for Short-term and Cancellable Rentals, but doing so is encouraged, as it would provide greater options for Participating States or Entities with varying needs.

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

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

D. Leasing and Rental Overview

1. All lease and rental programs shall remain with the Contractor or Authorized Dealer through an in-house leasing program, or through the financial branch or subsidiary of Contractor. In addition, Contractor and their Authorized Dealer may use Third Party leasing companies, however; all Third Party leasing company documents must be reviewed and approved by the Lead State and said documents must be incorporated into the Master Agreement before any Participating State or Entity can use them. It will be at the discretion of the Participating State or Entity as to whether billing shall be in the name of Contractor, Authorized Dealer or Third Party leasing company. All contractual obligations however, will still be the responsibility of the Contractor.

2. A Purchasing Entity may lease or rent Devices pursuant to the terms and conditions identified herein.

3. A Purchasing Entity that leases or rents Devices may issue an Order, pursuant to the terms and conditions that are incorporated into this RFP and subsequent Master Agreement, and according to the requirements listed in their states' Participating Addendum, including, but not limited to, the issuance of Contractors Supplemental Documents, which shall be attached to the resulting Master Agreement as an exhibit or attachment.

4. Lease and rental agreements shall not be subject to automatic renewals.

5. A lease or rental agreement issued prior to the termination of the Master Agreement and Participating Addendum, shall survive the termination of the Master Agreement and the Participating Addendum, and all terms and conditions of the Master Agreement and Participating Addendum shall continue to apply.

6. With the exception of a $1 Buyout Lease arrangement, or unless exercising the purchase option on an FMV Lease, a Purchasing Entity shall return the Device at the end of the Initial Lease or Rental Term, or at the end of the Renewal Lease or Rental Term, or the Contractor may pick the Device up, without any further financial obligations to the Purchasing Entity.

7. Device pickups must be performed within thirty (30) calendar days of the end of the Initial or Renewal Term.

8. Device returns must be performed within thirty (30) calendar days after the Contractor or Authorized Dealer provides return shipping instructions to the Purchasing Entity.

9. Contractors and/or Authorized Dealers shall be responsible for all Product pickup and return costs.

10. The maximum term on any Initial Lease or Rental Term shall be 60 months, with the exception of Group

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

11. The length of a Renewal Term shall be at the discretion of the Participating State or Entity, but at no time shall the Renewal Term exceed the Useful Life of the Device.

12. All Renewal Terms shall be billed on a monthly basis.

13. If a Purchasing Entity elects to enter into a month to month Renewal Term, they may cancel at anytime, without penalty, by giving Contractor thirty (30) days advance, written notice.

14. If a Purchasing Entity elects to enter into a 12-month Renewal Term, the Renewal Term will automatically terminate at the end of the 12-month period, unless the Purchasing Entity has notified the Contractor that they wish to enter into a new Renewal Term. If a Purchasing Entity wants to cancel their 12-month Renewal Term early, then early termination fees shall apply, and will be equivalent to the remaining stream of equipment [ayments only (i.e. less maintenance).

E. Leasing and Rental Options

1. FMV Lease

1.1 A Purchasing Entity shall have the option to enter into an Initial Lease Term of 24, 36, 48, or 60 months for Group A, Group B and Group C, based upon the Contractor's available options, and at the discretion of the Participating State or Entity. In addition, a Participating State or Entity may elect to include 72, 84, 96, 108 and 120-month terms for Group C and Sub-Groups C1 and C2 only, if provided by the Contractor.

1.2 Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:

a. Exercise their purchase option;

b. Renew the lease on a month to month basis, or a 12 month basis, at the discretion of the Participating State or Entity; or

c. Return the Device to the Contractor, or have the Contractor pick the Device up.

2. Capital Lease ($1 Buyout Lease)

2.1 A Purchasing Entity shall have the option to enter into an Initial Lease Term of 24, 36, 48, or 60 months, based upon the Contractor's available options, and at the discretion of the Participating State or Entity. In addition, a Participating State or Entity may elect to include 72, 84, 96, 108 and 120-month terms for Group C and Sub-Groups C1 and C2 only, if provided by the Contractor.

2.2 Upon the expiration of the Initial Lease Term, the Contractor shall provide title to the Device to the Purchasing Entity, or as otherwise determined in a Participating Addendum, and the Purchasing Entity shall not be subject to any additional expense in order to assume possession of the Device.

3. Straight Lease

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

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

3.2 Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:

a. Renew the lease on a month to month basis, or a 12 month basis, at the discretion of the Participating State or Entity; or

b. Return the Device to the Contractor, or have the Contractor pick the Device up.

4. Cancellable Rental

4.1 A Purchasing Entity may have the option to enter into an Initial Rental Term of 24, 36, 48 or 60 months, based upon the Contractor's available options, and at the discretion of the Participating State or Entity. In addition, a Participating State or Entity may elect to include 72, 84, 96, 108 and 120-month terms for Group C and Sub-Groups C1 and C2 only, if provided by the Contractor.

4.2 A Purchasing Entity shall have the option to cancel the rental at anytime throughout the term of the agreement, by providing the Contractor with a thirty (30) day prior written notice.

4.3 Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:

a. Renew the lease on a month to month basis, or a 12 month basis, at the discretion of the Participating State or Entity; or

b. Return the Device to the Contractor, or have the Contractor pick the Device up.

5. Short-Term Rental

5.1 A Purchasing Entity may have the option to enter into an Initial Rental Term of 12 or 18 months, based upon the Contractor's available options, and at the discretion of the Participating State or Entity.

5.2 Upon the expiration of the Initial Rental Term, a Purchasing Entity shall return the Device to the Contractor, or have the Contractor pick the Device up.

5.3 Short-Term Rentals are not permitted to be renewed beyond the Initial Rental Term.

F. Leasing and Rental Terms and Conditions

1. Possession and Return of Lease and Rental Devices

1.1 The Purchasing Entity is responsible for risk of loss to the Devices while the Devices are in Purchasing Entity's possession. Purchasing Entity shall be relieved of all risks of loss or damage to the Devices during periods of transportation and de-installation.

1.2 Contractor or Authorized Dealer must notify a Purchasing Entity, in writing, of their End of Term (EOT) options at least sixty (60) days prior to the end of any Initial Lease or Rental Term. Such notification may include, but not be limited to, the following:

a. Any acquisition or return options, based on the type of lease or rental agreement;

b. Any renewal options, if applicable; and/or

c. Hard drive removal and surrender cost, if applicable.

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1.3 If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Device, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease or rental term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Device, the Initial Lease or Rental Term shall be terminated on the date as stated in the Order and removal of the Device will be mutually arranged, unless otherwise specified in an Order.

1.4 If the Purchasing Entity does not exercise the purchase or renewal option, it will immediately make the Device available to Contractor in as good of condition as when Purchasing Entity received it, except for ordinary wear and tear.

2. **Payment.** The first scheduled payment (as specified in the applicable Order), will be due following the Acceptance of the Devices, or such later date as Contractor may designate. The remaining payments will be due on the same day of each subsequent month, unless otherwise specified in the applicable Order.

3. **Buyout to Keep Option.** A Purchasing Entity must notify the Contractor or Authorized Dealer, in writing, at least thirty (30) days in advance, if they wish to exercise the Buyout to Keep option on an FMV or Capital Lease.

4. **Buyout to Return Option.** A Purchasing Entity must notify the Contractor or Authorized Dealer, in writing, at least thirty (30) days in advance, if they wish to exercise the Buyout to Return option on an FMV or Straight Lease, and return the Device to the Contractor in good working condition (ordinary wear and tear excepted).

5. **Device Upgrade or Downgrade**. A Purchasing Entity may do a Device Upgrade or Downgrade on a lease or rental at anytime throughout the term of the lease or rental agreement. The Purchasing Entity and the Contractor shall negotiate the price of the Device Upgrade or Downgrade, but at no time shall the total cost of the Device Upgrade or Downgrade be less than the remaining stream of Device Payments.

6. **Non-appropriation of Funds.** The continuation of any lease or rental agreement will be subject to, and contingent upon, sufficient funds being made available by the Participating State Legislature and/or federal sources. The Purchasing Entity may terminate any such lease or rental agreement, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Purchasing Entity's funding sources are not available.

7. **Assignment.** Purchasing Entity has no right to sell, transfer, encumber, sublet or assign the Device or any lease or rental agreement without Contractor's prior written consent (which consent shall not be unreasonably withheld).

7.1 Purchasing Entity agrees that Contractor may not sell or assign any portion of Contractor's interests in the Device and/or these Lease or Rental Terms or any Order for leases or rentals, without notice to Purchasing Entity even if less than all the payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as Contractor assigns to them, but none of Contractor's obligations (Contractor will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that Purchasing Entity may have against Contractor.

7.2 No assignment to an Assignee will release Contractor from any obligations Contractor may have to Purchasing Entity.

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8. Early Termination Charges

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. Contractor Responsibilities and Tasks

A. Service Requirements

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1. **Technicians.** All technicians must be factory trained by the OEM and certified to Service the Devices.

2. **Standard Service Levels.** Participating States and/or Entities shall negotiate their own Service Level Agreement (SLA) with the Contractor. The SLA, must, at a minimum, adhere to the following requirements:

2.1 End-User Training

a. Purchasing Entity may request an initial one-hour training session for each Device ordered under the Contract. Contractor shall provide this initial training, free of charge, via one of the following delivery methods: On-site, web-based, or on-line. The delivery method selected for each Device will be at Contractor's sole discretion. Purchasing Entity should be advised that while this initial one-hour of free training shall be provided by Contractor at Purchasing Entity's request, Contractor will not provide substitutions (e.g. free supplies, deeper discounts, etc.) in lieu of this training.

b. ~~In addition to the one-hour training session for each Device,~~ Purchasing Entity may also request an additional ~~initial~~, one-hour training session for technical support, which shall include network connectivity and print driver installation. This additional training shall be provided ~~Contractor shall provide this initial training free of charge,~~ via a delivery method mutually agreed upon by Contractor and Purchasing Entity, and at a mutually agreed upon price.

c. If Purchasing Entity elects to exercise the training option, then Contractor shall provide the training within ten (10) Business Days of Purchasing Entity's request.

d. Contractor may offer additional on-site, one-hour training sessions for a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity, and mutually agreed upon, prior to Order placement.

e. Contractor must provide on-site or off-site operational training to designated Purchasing Entity personnel, until the personnel are able to operate the Device independently. Pricing for operational training shall be based on a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity, and mutually agree upon, prior to Order placement.

f. Contractor shall provide Device literature, user-manuals, and access to on-line resources, if available, at no charge to the Purchasing Entity.

g. For Groups A, B, D, D and E, Contractor shall provide a toll-free end-user technical support number that Purchasing Entities can utilize for everyday minor troubleshooting (i.e. this does not include network connectivity or print driver installation). A Purchasing Entity must be able to obtain assistance during Normal Business Hours.

h. Contractor shall provide phone/technical support within two (2) hours of Purchasing Entity's request for assistance, providing such request, and subsequent support, falls within normal business hours.

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

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2.3 Device Performance

a. Device Downtime shall be computed from the time the Contractor is notified of Device failure until the time in which the Device is fully operational.

b. Device Downtime due to lack of consumable Supplies is not acceptable.

c. Contractor must provide daily communication to the Purchasing Entity regarding inoperable Devices, including updates regarding resolution timeframe, and any parts, Accessories, or Devices on back-order.

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

a. A loaner Device of similar speed and capabilities until such time as the inoperable Device is now operable; or

b. At the discretion of the Participating State or Entity, provide the Purchasing Entity with off-site manned production capabilities, at the sole cost to the Contractor, to accomplish the work of the Device that is inoperable.

c. If any Device in Group C is inoperable for two (2) Business Days, due to Device malfunction, as reasonably determined by Contractor, then Contractor shall provide access to an off-site manned production facility as an accommodation to the Purchasing Entity.

2.5 Repair Parts

a. Contractor shall guarantee the availability of repair parts for a minimum of five (5) years after the Purchasing Entity's Acceptance of any Device.

b. All Device components, spare parts, application software, and ancillary Devices that are supplied under any resulting Master Agreement, must conform to Manufacturer specifications.

c. Contractor shall be responsible for ensuring that any repair parts are operable and installed in accordance with Manufacturer specifications.

d. Repair parts may be new, reconditioned, reprocessed or recovered.

2.6 Service Zones

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

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

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

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i) If Contractor is drop-shipping a new Device to replace a defective Device, then Purchasing Entity must receive the new Device within three (3) Business Days.

c. Contractor(s) may charge different rates according to each Service Zone.

2.7 Service Logs

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

b. A no-cost copy of Service logs/reports must be provided to the Purchasing Entity or Participating State or Entity, within five (5) Business Days of the request.

2.8 Device Relocation

a. Device relocation Services include dismantling, packing, transporting, and re-installing Device.

b. Contractor may charge for this Service based on the following table:

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

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

c. Contractor may not charge for any fees incurred due to fuel or tolls.

d. Moves must be performed within thirty (30) calendar days of the Purchasing Entity request. Request may be verbal or written, but Contractor must confirm the request in writing and provide a date that the move will occur. Written confirmation must be sent to the Purchasing Entity within three (3) Business Days of request. In the event that there will be a delay in these Services, Contractor shall communicate with Purchasing Entity and agree on a mutually beneficial time-frame.

e. Contractor is required to offer device relocation services for all lease and rental equipment.

3. Meter Read Invoicing

3.1 In order for Contractor to generate accurate invoices, Purchasing Entities shall provide meter reads within the Contractor's requested time-frame.

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

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

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

4. Reporting

4.1 Service Level Calculations

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

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

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

a. The report shall include the following:

i) Number of Service Calls placed;

ii) Response Time per Device;

iii) Dates that Preventative Maintenance was performed, if applicable; and

iv) Estimated end of Useful Life per Device, based on current usage.

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

i) Location of Devices;

ii) Click usage per Device; and

iii) EPEAT certification level of each Device.

B. Customer Service

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

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

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

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1.3 **Master Agreement Marketing Manager** – shall be responsible for marketing the resulting Master Agreement, as well as creating Participating State websites, and ensuring that all uploaded data and content is current; and

1.4 **National Service Manager** – shall be responsible for overseeing the Regional Service Managers, Field Service Technicians, training, and inside Service operations. This position will work with the Lead State Contract Administrator to ensure contractual obligations are met, while providing leadership for the Contractor's operations, as well as strategic planning of the Service department.

2. **Single Point of Contact**. Contractor shall provide a single point of contact for each Participating State, who will handle any questions regarding the Products provided, as well as pricing, delivery, billing, reporting, status of Orders, customer complaints and escalated issues.

3. **Service and Support Hours.** Contractor must provide full Service and support for Products during Normal Business Hours.

4. **Customer Service Team.** Contractor shall also have a designated customer service team who shall be available by phone (via local or toll free number), fax, or email during Normal Business Hours.

5. **Additional Coverage**. Contractor may offer additional coverage beyond Normal Business Hours for any Device that needs to be serviced. Such coverage shall be billed to the Purchasing Entity at an hourly rate.

6. **Online Access**. Customer service representatives shall have online access to account information and be able to respond to inquiries concerning the status of Orders (shipped or pending), delivery, back-orders, pricing, Product availability, Product information, and account and billing questions.

C. Authorized Dealers

1. Contractor can engage Authorized Dealers to provide Products and/or Services.

2. In the event a Contractor elects to use Authorized Dealers in the performance of the specifications, the Contractor shall serve as the primary Contractor, and shall be fully accountable for assuring that their Authorized Dealers comply with the terms and conditions of the resulting Master Agreement, and any Participating Addendum, and shall be liable in the event Authorized Dealers fail to comply with such terms and conditions.

3. Authorized Dealers shall be expected to stay current with Contractor Products, pricing, Master Agreement, and Participating Addendum requirements, and Contractor shall provide training to all of their Authorized Dealers at least once per calendar year, or as otherwise determined by the Lead State.

4. Authorized Dealers shall have the ability to accept Orders from a Purchasing Entity and invoice them directly, unless otherwise stated in a Participating Addendum.

5. Contractor shall send notice to the Lead State, utilizing **Attachment B-1, Authorized Dealer Form** and **Attachment B-2, Authorized Dealers by State,** within three (3) calendar days of engaging or removing a Dealer.

6. The Lead State reserves the right to deny the addition of any Authorized Dealer and will provide notification to the Contractor with justification as to why the decision was reached. In addition, it will

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

7. If an Authorized Dealer is performing unsatisfactorily, or is not in compliance with the Master Agreement, then it shall be at the discretion of the Lead State, upon recommendation from the Participating State, to:

7.1 Require the Dealer to attend remedial training with either the Contractor or the Lead State or;

7.2 Remove the Dealer from the Contract, or in the case of multiple branch locations in one state, or multiple states, remove them as a Dealer from the location in which they are not in compliance.

D. Device Demonstration Requirements

1. Contractor may offer trial or demonstration Devices for Group A, Group B, and if requested by the Purchasing Entity, Group C, Group D, Group E, and Group F.

2. Trial or demonstration Devices may be new or used; however, no used, Remanufactured, or Refurbished Devices shall be converted to a purchase, lease, or rental.

3. At the discretion of the Participating State or Entity, and upon request by a Purchasing Entity, showroom Devices for Groups A, B, and C may be converted to a purchase, lease, or rental providing the following conditions are met:

3.1 The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined);

3.2 The meter count on Group C Devices does not exceed 50,000 copies total (i.e. b&w and color combined);

3.3 The Device must be discounted by at least 5% off of the Master Agreement pricing for that same Device; and

3.4 The Purchasing Entity and the Contractor indicate on the Order that the Device is a showroom model.

4. Any trial or demonstration period shall be free to the Purchasing Entity and shall not exceed thirty (30) calendar days.

E. Ordering and Invoicing Specifications

1. At the discretion of the Participating State or Entity, the Product invoice ~~shall~~ may contain the following~~, at a minimum~~:

1.1 Name of Purchasing Entity;

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

1.3 Order date;

1.4 Description of the Product and/or Service ordered;

1.5 Model number;

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1.6 Serial number;

1.7 Price;

1.8 The Master Agreement number; and

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

2. Contractor shall have the ability to accept procurement credit cards, and will not assess any additional charges or fees for processing payments via this method.

3. At the discretion of the Participating State or Entity, Contractor shall have the ability to provide a centralized billing option.

4. Authorized Dealers shall have the ability to invoice a Purchasing Entity directly, unless otherwise specified by a Participating State or Entity.

5. With the exception of drop-shipped items, Contractor and/or Authorized Dealers shall not issue an invoice until the Purchasing Entity has confirmed Acceptance, per **section IV.H**.

6. Contractor and/or Authorized Dealers may charge the Purchasing Entity a re-stocking fee for any Products that are not accepted. The amount of the fee shall be the lesser of 10% of the purchase price, or $200.00, unless otherwise specified in a Participating Addendum.

7. Contractor and/or Authorized Dealers may estimate meter reads if a Purchasing Entity fails to submit the required information within the specified time-frame.

8. All software Orders shall reference the Manufacturer's most recent release or version of the Product, unless the Purchasing Entity specifically requests a different version.

9. Contractor and/or Authorized Dealers may bill property tax separately or as otherwise indicated in a Participating Addendum or an Order.

10. Contractor and/or Authorized Dealers shall have a process in place for resolving disputed invoices, including escalation procedures. In addition, Contractor and/or Authorized Dealers shall have a process in place for issuing refunds or credits due to invoicing errors, as well as over-payments and Product returns.

11. **Internet-based Portal and Electronic Catalogs.** If Contractor provides the ability to place an Order through an internet-based portal or electronic catalog, then Contractor shall maintain all necessary hardware, software, backup-capacity and network connections required to operate that internet-based portal or electronic catalog. In addition, Contractor shall adhere to the following requirements:

11.1 The internet-based portal or electronic catalog shall clearly designate that the Products are part of the NASPO ValuePoint Master Agreement, and shall link to the Participating State or Entity's designated web location;

11.2 All Environmentally Preferable Products (EPP) shall be clearly listed;

11.3 If Contractor's electronic catalog will either be hosted on or accessed through the Participating State's eCommerce system, then Contractor shall comply with all policies, procedures and directions from the Participating State or Entity in relation to hosting its catalog on or making its

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catalog accessible through that system;

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

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

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

F. Delivery Requirements

1. With the exception of Group C and Sub-Groups C1 and C2 Devices, all Products must be shipped FOB Destination; freight prepaid by the Contractor, to the Purchasing Entity's specified location, unless otherwise indicated in a Participating Addendum. Group C and Sub-Groups C1 and C2 shipping charges shall be quoted to the Purchasing Entity prior to Order confirmation.

2. Responsibility and liability for loss or damage for all Orders will remain with the Contractor until final inspection and Acceptance, when responsibility will pass to the Purchasing Entity, except the responsibility for material defects, fraud, and the warranty obligations.

3. Devices that are in-stock, inventoried, or otherwise not subject to supply-chain shortages or issues, shall be delivered within thirty (30) calendar days after receipt of Order, unless otherwise specified by the Purchasing Entity.

4. Contractor shall provide a minimum ~~bi~~ semi-monthly updates to the Purchasing Entity regarding the status of all Devices that are, or will be expected to go, on backorder.

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

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

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

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

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

10. All deliveries, with the exception of drop-shipped or desktop Devices, shall be made to the interior location specified by the Purchasing Entity. Specific delivery instructions will be noted on the Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to

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immediately notify the Purchasing Entity placing the Order.

11. Products shall be packaged and labeled so as to satisfy all legal and commercial requirements applicable for use by any Purchasing Entity, and shall include, without limitation and if applicable, OSHA material safety data sheets, and shall conform to all statements made on the label.

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

G. Device Installation Requirements

1. Prior to Order Acceptance, Contractor must advise Purchasing Entity of any specialized installation and site requirements for the delivery and installation of Device. This information should include, but is not limited to, the following:

1.1 Air conditioning;

1.2 Electrical;

1.3 Special grounding;

1.4 Cabling;

1.5 Space;

1.6 Humidity and temperature limits; and

1.7 Other considerations critical to the installation.

2. The Purchasing Entity shall be responsible for furnishing and installing any special wiring or dedicated lines.

3. Network installation shall include configuration of the Device for the proper network protocols, and installation of the appropriate print drivers on up to five (5) computers per Device, or as otherwise specified in a Participating Addendum.

4. If applicable, all Devices must be set-up with Preventative Maintenance notifications turned on, and with the most environmentally responsible defaults enabled, including Energy Star saving settings.

5. Contractor may charge for excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs. Any such excessive installation charges must be quoted to the Purchasing Entity prior to the signature of any Order, and shall be based on the actual expenditures of Contractor or Authorized Dealer.

6. Contractor or Authorized Dealers shall affix a label or a decal to the Device at the time of installation which shows the name, address, and telephone number of Contractor or Authorized Dealer responsible for warranty Service of the Device.

7. Contractor shall clean-up and remove all debris and rubbish resulting from their work as required by the Purchasing Entity. Upon completion of the work, the premises shall be left in good repair and in an orderly, neat, clean, and unobstructed condition.

H. Inspection and Acceptance

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1. With the exception of drop-shipped Devices, Purchasing Entity shall confirm delivery, installation and Acceptance of all Devices covered by each purchase, lease, or rental Order, by signing a Delivery and Acceptance Certificate (D&A), as referenced in **Attachment B-3, Sample D&A Certificate**, which shows Acceptance of the Device(s) and allows Contractor to invoice for the Products(s).

2. Purchasing Entity agrees to sign and return the D&A to Contractor (which, at mutual agreement, may be done electronically) within five (5) Business Days after any Device is installed, or as otherwise stated in a Participating Addendum.

3. Failure to sign the D&A or reject the Device(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity; however, it does not relieve the Contractor of liability for material (nonconformity that substantially impairs value) defects subsequently revealed when Products are put to use. Acceptance of such Devices may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor shall be liable for any resulting expense incurred by the Purchasing Entity in relation to the preparation and shipping of Devices(s) rejected and returned, or for which Acceptance is revoked.

4. Contractor shall have exclusive title to the Devices being delivered and the Devices shall be free and clear of all liens, encumbrances, and security interests. Title to the Device shall only pass to the Purchasing Entity upon:

   4.1 Purchasing Entity up-front purchase of the Device;

   4.2 Purchasing Entity exercising the purchase option at the end of an FMV Lease;

   4.3 Upon expiration of a Purchasing Entity's Capital Lease; or

   4.4 Purchasing Entity has secured Third Party financing and payment is being made directly to the Contractor by the Purchasing Entity.

I. Security Requirements

1. **Network and Data Security**

   1.1 Devices may be configured to include a variety of data security features. The set-up of such features shall be at the discretion of the Purchasing Entity, and all costs associated with their implementation must be conveyed by Contractor prior to Order placement.

   1.2 Contractor will not be permitted to download, transfer, or access print data stored on the Device in either hard drive or chip memory. Only system management accessibility will be allowed.

   1.3 Contractor shall ensure that delivery and performance of all Services shall adhere to the requirements and standards as outlined in each Participating State or Entity's Participating Addendum.

2. **Sensitive Information**. Sensitive information that is contained in any Legacy Devices or applications shall be encrypted if practical. In addition, sensitive data will be encrypted in all newly developed applications. Since sensitive information is subjective, it shall be defined by each Participating State or Entity in their Participating Addendum.

3. **Data Breach.** Contractor shall have an incident response process that follows National Institute of

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

4. Authentication and Access

4.1 Any network connected Device must offer authentication for all features via LDAP and/or Windows AD, as well as the ability to disable authentication for any or all features.

4.2 Any network connected Device must have the ability to connect via Dynamic Host Configuration Protocol (DHCP) or Static IP address.

4.3 The credential information for any remote authentication method may not be maintained within the Device's memory.

4.4 Access to the Device's administrative functions must be password protected per the Participating State or Entity requirements, and the default settings must be changed at the time of Device installation.

5. Hard Drive Removal and Surrender

5.1 Contractor shall ensure that all hard drive data is cleansed and purged (if capable) from the Device at the end of its Useful Life, or when any hard drive is repossessed by Contractor ~~leaves the Purchasing Entity's possession~~; or

5.2 At the Participating State or Entity's discretion, Contractor shall remove the hard drive from the applicable Device and provide the Purchasing Entity with custody of the hard drive before the Device is removed from the Purchasing Entity's location, moved to another location, or any other disposition of the Device. The Purchasing Entity shall then be responsible for securely erasing or destroying the hard drive.

5.3 If Contractor takes possession of any Device at a Purchasing Entity's location, then they shall also remove any ink, toner, and associated Supplies (drum, fuser, etc.) and dispose of them in accordance with applicable law, as well as environmental, and health considerations, or as otherwise specified in a Participating Addendum.

5.4 Hard drive sanitation shall be at no expense to the Purchasing Entity, however; Contractor may charge the Purchasing Entity a fee if the Purchasing Entity elects to keep the hard drive in their possession. Contractor must disclose the price for removal and surrender of the hard drive, prior to Order placement.

5.5 If the hard drive is not removable, or the Device does not contain a hard drive, then Contractor must convey this to the Purchasing Entity at the time of Order placement. In the case of a non-removable hard drive, **section IV.I (5.1)** shall apply.

5.6 If Contractor is removing another Manufacturer's Devices, they are not permitted to remove the hard drive. Only the Manufacturer or their Authorized Dealer shall remove hard drives in their own Devices. Contractor shall work with the Manufacturer to ensure the requirements

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pursuant to this section are met.

J. Warranty Requirements

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

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

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

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

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

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

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

8. Contractor warranty obligations shall not apply if:

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

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

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

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

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

11. Lemon Clause

11.1 This clause shall apply to all Devices that are purchased, leased, or rented under the Contractor's Master Agreement.

11.2 This clause shall not apply if Supplies are used in the Devices that were not manufactured, provided, or authorized by the Contractor.

11.3 The application period is thirty-six (36) months from the date of Acceptance.

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11.4 This clause shall take precedence over any other warranty or Services clauses associated with the Contractor's Master Agreement, or as specified by a Participating State or Entity in their Participating Addendum.

11.5 A Purchasing Entity must maintain an uninterrupted Maintenance Agreement on all purchased Devices in order for this clause to apply past the initial ninety (90) day warranty.

11.6 Any Device that fails (except due to operator error) to function in accordance with the Manufacturer's published performance specifications, four (4) times in any four (4) week period and/or is subject to recurring related problems, shall be replaced with a new Device that meets or exceeds the requirements of the original Device, at no cost to the Purchasing Entity.

K. Contractor Notices. Contractor shall notify the Lead State, Participating States, Participating Entities and all Purchasing Entities of any recall notices, warranty replacements, safety notices, or any applicable notice regarding the Products being sold. This notice must be received in writing (via postal mail or email) within thirty (30) calendar days of Contractor learning of such issues.

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Attachment B-1
AUTHORIZED DEALER FORM

Manufacturer Name: _____

(Check one)

☐ The Dealer listed below is authorized to provide Products and Services in accordance with the NASPO ValuePoint Multi-Function Devices and Related Software, Services and Cloud Solutions Master Agreement.

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

_____
_____
_____

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

Signed: _____ Date: _____
(Contractor Representative)

Signed: _____ Date: _____
(Authorized Dealer Representative)

_____
(Print First and Last Name of Authorized Dealer Representative)

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Attachment B-2
AUTHORIZED DEALERS BY STATE

Attachment B-2 -
Authorized Dealers by

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Attachment B-3
SAMPLE D&A CERTIFICATE

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

To: Insert Name of Contractor or Authorized Dealer

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

Insert name of Purchasing Entity

By: _____

Title: _____

Date: _____

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Attachment B-4
SAMPLE MPS STATEMENT OF WORK

Agency/Customer:		**Contractor:**	
Contact Name:		**Contact Name:**	
Address:		**Address:**	
Email:		**Email:**	
Phone:		**Phone:**	
Fax:		**Fax:**	
		Contractor website:	
Print Assessment Date:		**Period of Performance:**	

Statement of Work must incorporate the following documents:	
NASPO ValuePoint Master Agreement # _____	*[Imbed document here]*
Participating Addendum # _____	*[Imbed document here]*
Contractor's Print Assessment	*[Imbed document here]*

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

1. **Introduction:**
   Describe your current environment. What is your inventory, including owned, rented, or leased Devices

2. **Scope:**
   Include Project scope (i.e. single-function, multi-function printers etc.) and software

3. **Out of Scope:**
   This Project does not cover the following functions or deliverables:

4. **Objective:**
   The main objective of this project is:
   System and procedures will be set up to allow:

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5. **Location:**
   Enter all physical locations of where work will be performed

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

   Deliverables:
   Describe the deliverables for Discovery/Assessment

   Checkpoints:
   Describe the checkpoints for Discovery/Assessment

7. **Data Security**
   Include description of data security requirements

8. **Data Breach**
   Describe any data breach requirements

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

10. **End of Life/Equipment replacement**
    Insert description of end of life/equipment replacement process

11. **Implementation**:
    Deliverables:
    Describe the deliverables for Implementation

    Checkpoints:
    Describe the checkpoints for Implementation

    User Acceptance Testing:
    Describe User Acceptance Testing for Implementation

    Production Rollout:
    Describe the Production Rollout for Implementation

12. **Contractor Staff and Support**
    Describe Contractor staff roles and their availability

13. **Purchasing Entity Roles and Responsibilities**

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Insert description of Purchasing Entity Roles and Responsibilities including:

Contacts:

Project Manager
End-User Representative
System Administrator
Technical Support

General and Technical Responsibilities:

Insert description of Purchasing Entity Roles and Responsibilities

14. Performance Penalties

Insert description of Contractor Performance Penalties

15. Payment

Describe billing cycles and invoice information

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

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

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

This Agreement is effective this _____day of _____, 2___.

Initial term of this Agreement is _____ year(s) or until _____.

Maximum term of this Agreement is five (5) years, or until _____.

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

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Attachment C
RFP EVALUATION PLAN

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

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

1. Offeror must be a Manufacturer of A3 MFD's, A4 MFD's, Production Equipment, Single-function Printers, Large/Wide Format Equipment, or Scanners, as defined within this RFP.

2. Offeror must respond to at least one Segment within one Group. However, Offeror's are also required to submit their full line of Newly Manufactured Equipment for each Group they are responding to. In other words, if an Offeror has three (3) Devices that fall into Segment 3 of Group A, then they must list all three (3) Devices, as opposed to just one (1) Device. Refer to the instructions on each of the Group Price Lists (Attachments G-1 through G-6) for additional information.

3. Proposed Devices must be Newly Manufactured and meet the requirements of **Sections II.A (1), II.A (2) and II.A (3)** in **Attachment B, Scope of Work.** Offerors are not permitted to submit Proposals for Remanufactured or Refurbished Equipment.

4. Offeror is not required to submit a response for MPS; however, Offeror will not be able to provide MPS under the resulting Master Agreement if they don't.

5. MPS will not be a separate Award; Offeror must be awarded Group A, B, C, D, E or F, in order to provide MPS.

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

1. **Cost Criteria** *(40% total weight):*

   a) A sampling of Devices based on predetermined configurations in pre-selected Segments of each Group;

   b) A Total Cost of Ownership (TCO) analysis for two (2) different Base Units within pre-selected Segments of each Group;

   c) A Total Monthly Payment comparison for a 36 month FMV and a 36 month $1 Buyout Lease, using a zero base per click fee, based on predetermined configurations in pre-selected Segments; and

   d) A comparison of MPS pricing based on rates and standard fleet components.

2. **Technical Criteria –** *(60% total weight):*

   a) Ability to meet the Scope of Work requirements;

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b) Dealer Engagement;

c) Useful Life and Legacy Equipment;

d) Performance Standards;

e) Customer Service;

f) Ordering Process;

g) Organizational Security;

h) Hard Drive Protocols;

i) Warranties;

j) Recycling and Trade-In Programs;

k) Supply Management;

l) Managed Print Services; and

m) Promotion of the NASPO ValuePoint Master Agreement.

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Attachment D
CLAIM OF BUSINESS CONFIDENTIALITY

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

☐ Offeror is not claiming any information within Offeror's proposal as confidential, proprietary, or protected. (Check box and skip to SIGNATURE section below.)

☐ Offeror claims the information set forth in the table below as confidential, proprietary, or protected and **will submit with Offeror's proposal a redacted copy of Offeror's proposal**, which must be clearly marked as such. Offeror understands, acknowledges, and agrees to comply with the following:

- Each of the following fields **must** be completed for each claim asserted by Offeror:
  - **Proposal Section Reference:** The page, section, or paragraph in Offeror's proposal containing the information claimed to be confidential, proprietary, or protected.
  - **Confidential Information:** A description of the information claimed to be confidential, proprietary, or protected.
  - **Basis for Claim:** The basis for Offeror's claim.
  - **Explanation:** Explanation of how the information claimed to be confidential meets the definition of one of the bases above.
- **Offeror may not mark pricing or Offeror's entire proposal as confidential, proprietary, or protected.**

Proposal Section Reference	Confidential Information	Basis for Claim	Explanation

[Add additional rows as needed.]

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SIGNATURE

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

OFFEROR:

_____	_____
Signature	**Date**
_____	_____
Printed Name	**Title**
_____	_____
Email Address	**Phone Number**

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Attachment E
OFFEROR INFORMATION, ACKNOWLEDGEMENTS, AND CERTIFICATIONS

I. OFFEROR INFORMATION

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

II. BUSINESS DETAILS

A. **Company Website.** Provide a URL for your company's website.

B. **Company Size.** Identify the number of employees working for your company.

C. **Ownership Structure.** Describe your company's ownership structure.

D. **Litigation.** List all claims of non-performance or breach from customers in excess of $5,000, including all pending litigation matters (including civil, criminal, or appellate) or criminal convictions in the past 5 years for the company and all principals. Attach an additional document if necessary.

III. PROPOSAL CONTACT

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

A. **Proposal Contact Name:**

B. **Proposal Contact Title:**

C. **Proposal Contact Email:**

D. **Proposal Contact Phone Number:**

IV. ACKNOWLEDGEMENTS AND CERTIFICATIONS

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

A. **Debarment.** (Check one of the below.)

☐ Neither Offeror nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency.

☐ Offeror cannot certify the statement above, and Offeror will affix a written explanation to this attachment for review by the Lead State. If after reviewing Offeror's written explanation the Lead State determines it is not in the best interest of the Lead State, Participating Entities, or Purchasing Entities to award Offeror a Master Agreement, the Lead State may reject Offeror's proposal.

B. **Non-collusion.**

1. This proposal has been developed independently by Offeror and has been submitted without collusion and without any agreement, understanding, or planned common course of action with any other Offeror or supplier of Product in a manner designed to limit fair and open competition.

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2. The contents of this proposal have not been communicated by Offeror or its employees or agents to any person not an employee or agent of Offeror and will not be communicated to any such persons prior to the RFP Close Date.

C. **Data Disclosure to Foreign Governments.** (Check one of the below.)

☐ Offeror is not an entity subject to laws, rules, or policies potentially requiring disclosure of, or provision of access to, customer data to foreign governments or entities controlled by foreign governments, and Offeror's offerings do not contain, include, or utilize components or services supplied by any entity subject to the same. Offeror's offerings also do not contain, include, or utilize covered technology prohibited under Section 889 of the National Defense Authorization Act, as amended.

☐ Offeror cannot certify the statement above, and Offeror will affix a written explanation to this attachment for review by the Lead State. If after reviewing Offeror's written explanation the Lead State determines it is not in the best interest of the Lead State, Participating Entities, or Purchasing Entities to award Offeror a Master Agreement, the Lead State may reject Offeror's proposal.

D. **Conflicts of Interest.** (Check one of the below.)

☐ Offeror represents that none of its officers or employees are officers or employees of the Lead State and that none of its officers or employees have a conflict of interest as defined by the laws, rules, or policies of the Lead State.

☐ Offeror cannot certify the statement above, and Offeror will affix a written explanation to this attachment for review by the Lead State. If after reviewing Offeror's written explanation the Lead State determines it is not in the best interest of the Lead State, Participating Entities, or Purchasing Entities to award Offeror a Master Agreement, the Lead State may reject Offeror's proposal.

E. **Required Insurance.** Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the levels prescribed in **Attachment H, Sample Master Agreement**. Offeror understands that this requirement is mandatory and will not be negotiated by the Lead State.

F. **NASPO ValuePoint Administrative Fee.** Offeror agrees to pay a NASPO ValuePoint administrative fee and submit summary and detailed sales reports in accordance with **Attachment H, Sample Master Agreement**. Offeror understands that this requirement is mandatory and will not be negotiated by the Lead State.

G. **Marketing Plan.** If awarded a Master Agreement resulting from this RFP, within 30 days of execution of the Master Agreement, Offeror will meet with NASPO ValuePoint marketing personnel to review and track progress on the marketing plan described by Offeror in **Attachment F, Technical Response Worksheet**.

H. **Confidential, Proprietary, or Protected Information.** As set forth in **Attachment A, RFP Terms and Conditions**, if Offeror is claiming any portion of its proposal as confidential, proprietary, or protected, Offeror must complete the required sections of **Attachment D, Claim of Business Confidentiality**, and submit with Offeror's proposal a redacted copy of Offeror's proposal, which must be clearly marked as such. Offeror may not mark pricing or Offeror's entire proposal as confidential, proprietary, or protected.

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

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

SIGNATURE

The undersigned is one of the following:

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

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

OFFEROR:

_____	_____
Signature	**Date**
_____	_____
Printed Name	**Title**
_____	_____
Email Address	**Phone Number**

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

Attachment E-1 - W9
Request for Taxpayer

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Attachment F
TECHNICAL RESPONSE WORKSHEET

Offeror Name: _____

PART I

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

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

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

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

Section	Subsection	Indicate "Yes", "No" or N/A	Comments
Master Agreement Overview			
I.	**A. through G.**		

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

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

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

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

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

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

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

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	11.5		
	11.6		
IV.K	**Contractor Notices**		

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Attachment F
TECHNICAL RESPONSE WORKSHEET

Offeror Name: _____

PART II

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

1) Dealer Engagement:

a) Describe your process for selecting Dealers to provide Products and Services under a resulting Master Agreement.

b) Describe how your organization will on-board your Dealers.

c) How will you ensure that your Authorized Dealers will offer the correct contract pricing to Purchasing Entities, and that the contract is being utilized correctly?

d) In the event a Dealer becomes non-compliant with the contract and refuses to provide Products or Services to a customer, describe how your organization will handle this issue and the measures that will be put in place to ensure it doesn't happen again.

e) What type of training do you provide to your Dealers, and how will you ensure that new staff is properly trained in the nuisances of each Participating Addendum? Provide a sample training plan or information sheet that you will give to your Dealers.

f) How does your organization plan to provide continuing education for your Dealers to ensure that they are kept up-to date on Master Agreement and Participating Addenda modifications and/or amendments?

g) Describe your process for updating your Dealer channel whenever your Price Lists are updated and approved by the Lead State, or when there are Amendments to the Master Agreement.

2) Useful Life of a Device and Legacy Equipment:

a) Describe your process for determining Useful Life on a Device, with the understanding that it is not always based on passage of time alone.

i) Do you factor in down-time, parts replacement, and number of Service Calls etc.?

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b) Describe your ability to perform maintenance on Legacy Equipment.

i) Are you able to provide service on customer owned Equipment that was acquired from another Manufacturer? If so, how?

ii) Are your Technicians cross-trained in multiple Manufacturer Devices?

3) Performance Standards:

a) Describe the methodology used to develop your organization's performance standards and the processes and tools used to monitor and measure performance against those standards.

b) Provide a sample report which contains the following data: Uptime percentage (%) per fleet of Devices, number of Service Calls placed, Response Time per Device, dates that Preventative Maintenance was performed, hours of end-user training performed, and estimated end of Useful Life per Device based on current usage.

i) Can customers obtain this reporting information online? If so, how do they access it? Is a log-in required?

ii) Can the information be exported?

iii) Can customers obtain their own Ad-hoc reports?

iv) What additional tools or features does your reporting system offer?

c) Provide a copy of your organization's standard SLA. This SLA must, at a minimum, adhere to the requirements outlined in the Scope of Work.

d) Describe your organization's ability to meet or exceed the Service Response Times as outlined in the Scope of Work.

e) How does your organization measure Technician performance?

i) Are they evaluated based on the number of Service Calls completed, or the amount of time at a Service Call?

f) Describe your end-user training process for Equipment. How do you allocate resources to conduct the training?

i) How long are your training sessions?

g) Describe how your organization provides proactive Preventative Maintenance to address technical issues before they become operational problems.

i) What type of Preventative Maintenance is done at the time of a Service Call?

ii) How is a Purchasing Entity notified that Preventative Maintenance is needed?

h) Describe your process for communicating with customers regarding inoperable Equipment, including updates for resolution timeframe, and any parts, Accessories, or Devices that are on back-order.

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4) How do you ensure that software patches and updates are communicated to the customer?

5) Customer Service:

a) Describe how your organization responds to customer complaints. Identify your escalation process and the personnel that will handle these issues.

b) Describe how you assess customer satisfaction. Do you send out user surveys, call customers directly, or schedule routine on-site visits?

c) What are your quality assurance measures and how are they handled in your organization?

6) Ordering Process:

a) Describe the ordering process, including steps to expedite Orders.

b) Describe your organization's process for resolving disputed invoices, including escalation procedures.

c) Describe your organization's process for issuing refunds or credits to customers due to invoicing errors, over-payments and Product returns.

d) Describe the steps your organization takes to mitigate supply-chain issues and how you ensure that Products are available to Purchasing Entities with minimal delays.

7) Organizational Security:

a) Provide a copy of your organization's Data Breach plan.

b) Describe, in detail, how it adheres to NIST standards. Your response must include your policies regarding breach detection, notification, and response time.

c) Has there been a data breach that has affected a Purchasing Entity within the last three (3) years? If so, how did you resolve the issue?

8) Hard Drive Protocols:

a) Describe, in detail, the protocols that are followed for hard drive sanitation and removal.

b) How will your organization ensure that your Authorized Dealers conform to these requirements?

c) What is your process for ensuring that other Manufacturers don't remove hard drives in your Equipment?

9) Warranties:

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a) Describe any additional warranties you offer on your Products.

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

10) Recycling and Trade-In Programs:

a) Do you offer a pickup program for end-of-life Devices? If so, please provide detail regarding the program and how customers can utilize it.

b) Do you offer a used-cartridge trade-in allowance? If so, how does your program work?

c) Describe your toner cartridge recycling program.

11) Supply Management

a) Does your toner (or any other supplies) contain "smart chips," any computer code, or any other design element that would disable the equipment or impair it in any way (i.e. exceeding an authorized number of copies, advancing the Device to a particular date or other numeral, etc.)?

b) Can your Supplies be remanufactured by third-parties? What is your position on remanufactured ink cartridges?

12) Managed Print Services:

a) How long has your organization been providing Managed Print Service solutions? Include any specialized training or experience that your organization or Key Personnel within your organization possess in your response.

b) Describe in detail, what your organization's free initial assessment consists of. How do you identify what the needs of the customer are so that you can provide a preliminary estimated cost savings and make recommendations on how to improve fleet efficiency?

c) Describe how you calculate realistic cost savings for implementation of MPS.

d) Describe your organization's implementation strategy. The strategy should contain your approach to training, communication plans, and how continuous improvement and program management are collaboratively addressed.

e) Describe your training approach to ensure that customers are well versed in how to maximize your Managed Print Services approach. You should include the types of training available (targeted, web-based, on-site, one-on-one etc.) in your response.

f) How does your organization remain competitive in the managed print industry to improve efficiencies? How do those efficiencies transfer to your customers?

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g) What is your experience with driving and communicating Change Management?

h) Describe your ability to provide and support asset lifecycle management.

i) Describe your ability to support cloud technology for print job management.

j) Describe your remote device monitoring services.

- **i)** Do you obtain meter reads automatically?
- **ii)** Do you have an automated toner replenishment program?

k) Describe how your proposed technology will guarantee security solutions such as: intrusion detection, user authentication, protecting content integrity, and pull printing.

l) How do you handle network and data security issues? What measures do you take to protect sensitive customer information?

m) Please describe how you will monitor and manage print devices to include:

- **i)** Network access.
- **ii)** Fleet configuration and utilization.
- **iii)** Management of customer owned or legacy equipment, including parts, labor, supplies, and moves.
- **iv)** On-going assessments, which shall include, but not be limited to: continuous process improvement, device utilization, fleet performance, cost saving opportunities, green spend, consumables spend, break/fix, and service level standards.

13) Promotion of the NASPO ValuePoint Master Agreement

a) Describe your company's experience working with contracting cooperatives.

b) Describe how you intend to market your Master Agreement.

c) Describe how you intend to encourage usage of your Master Agreement by Purchasing Entities.

d) Describe your approach to negotiation of Participating Addenda. Describe the extent to which you provide Participating Entities flexibility in incorporating entity-specific language into their Participating Addenda (e.g., do you require entities to provide statutory citations for their entity-specific language? Are you able to devote resources to simultaneous negotiation of multiple Participating Addenda?)

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Attachment G
COST PROPOSAL INFORMATION AND INSTRUCTIONS

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

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

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

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

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

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

I. Pricing Requirements.

A. All pricing must include a 0.25% NASPO ValuePoint Admin Fee charge. Do NOT increase your pricing by more than this amount. You will have the ability (after Award) to increase pricing to account for each State's Administrative Fee. This increase will not be universal, but rather, will be negotiated with each Participating State.

B. With the exception of Group C, pricing must include all shipping, delivery, and standard installation costs associated with the Products.

C. The proposed discount percentages for the Products listed on the 'Discount from MSRP' tab in the Group Price Lists, will apply to the Offeror's full catalog of approved Products.

D. The proposed lease and rental rates **must not** include property tax; however, Offeror may fill out the **% Increase for Property Tax** chart on the "Lease and Rental Rates" tab to indicate the percent increase to the Lease and Rental Rates if you plan to incorporate property tax into the monthly payment; otherwise, Offeror may choose to absorb the property tax or bill it to the Purchasing Entity when it comes due.

II. Submission Requirements.

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

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B. Offeror must submit Product and pricing information as detailed in the Group Price Lists (**Attachments G-1 through G-6**) for each of the Groups being proposed. Offeror will not be eligible to receive an Award for any Group it does not submit Product and pricing information for, nor will the Offeror be able to add additional Groups to their Master Agreement at any time throughout the life of the Contract.

C. **ONLY** Group A models are required to be OEM. Group B through Group F models may be Non-OEM.

D. MSRP must be submitted with Offeror's Proposal. MSRP will be verified with Buyer's Lab. If the MSRP is not published on Buyer's Lab, then the Offeror must submit its List Price. The List Price must be verifiable and published on the Manufacturer's website at the time of Proposal submission. A URL link is not acceptable; Offeror must provide a printout of its List Price which details the price of the applicable Device.

E. If responding to Group A, Group B and/or Group C, Offeror must provide a leasing option. Lease options for Group D, Group E, and Group F are encouraged, but not required.

F. Offeror must submit 36, 48, and 60 month lease rates for FMV and $1 Buyout Leases for Groups A, B, and C. 12, 18, and 24 month terms are optional. In addition, 72, 84, 96, 108 and 120-month lease and rental rates for Group C are also optional.

G. Offeror must complete each Group Price List that they are submitting a response for, per the following guidelines :

1) Offeror must submit pricing for **all** Newly Manufactured Equipment that they offer in each Segment. The same model may not be proposed in different Segments of either the same Group or different Groups.

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

- Failure to adhere to this requirement may result in all **Groups** with a duplicate model **being removed from Award consideration**.
- In addition, the same model may not be listed under B&W and then again under Color/ B&W in the same Segment.
- Further, the same model may not be listed in different Segments within the same Group. If a model crosses speed Segments, then Offeror must select only ONE Segment to list that model in.

2) Any Newly Manufactured Devices not listed in the applicable Group Price List will **not** be allowed to be sold under the Master Agreement at any time throughout the term of the Contract.

H. Proposed Devices must meet the requirements of **Section II.A.1, II.A.2 and II.A.3** in **Attachment B, Scope of Work**.

I. Offerors are not permitted to submit Proposals for Remanufactured or Refurbished Equipment.

J. Offeror must submit MPS pricing information as detailed in **Attachment G-7**. Offeror will not be eligible to receive an Award for MPS if they do not submit pricing for it, nor will the Offeror be able to add MPS to their Master Agreement at any time throughout the life of the Contract.

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MSRP/List Pricing Worksheet

Group A

Vendor Name:

Group A
Multi-function Devices (MFD), A3
Newly Manufactured Equipment
MSRP/List Price
Includes B&W and Color/B&W Segments

Pricing Item	Segment 2 B&W (20 - 30)	Segment 2 B&W (20 - 30)	Segment 2 Color/B&W (20 - 30)	Segment 2 Color/B&W (20 - 30)	Segment 3 B&W (31 - 40)	Segment 3 B&W (31 - 40)	Segment 3 Color/B&W (31 - 40)	Segment 3 Color/B&W (31 - 40)	Segment 4 B&W (41 - 50)	Segment 4 B&W (41 - 50)	Segment 4 Color/B&W (41 - 50)	Segment 4 Color/B&W (41 - 50)	Segment 5 B&W (51 - 60)	Segment 5 B&W (51 - 60)	Segment 5 Color/B&W (51 - 60)	Segment 5 Color/B&W (51 - 60)	Segment 6 B&W (61 - 70)
Make																	
Model																	
Base Unit	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Accessories																	
ADF	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
RADF	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Scan Station	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Platen Cover	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Base Cabinet	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Additional Paper Drawer	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Paper-Feed Unit	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Bypass Paper Supply	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Large Capacity Tray	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Output Tray	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3 - Hole Punch	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Saddle Stitch Finishing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Additional Option (please describe here)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Additional Option (please describe here)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
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Facsimile Options																	
Facsimile Kit	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Dual Line Option	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Additional Fax Memory	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Additional Option (please describe here)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
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Additional Option (please describe here)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Connectivity / Security (Do NOT include Software options)																	
Network Connectivity Kit	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Hard Drive Security Kit	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Network Security Kit	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
New Power Protection Unit (required)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
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Additional Option (please describe here)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Additional Option (please describe here)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Accessibility Options (i.e. ADA compliant)																	
(Description, including product/model number)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(Description, including product/model number)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(Description, including product/model number)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
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MSRP/List Pricing Worksheet

Group A

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Segment 6 B&W (61 - 70)	Segment 6 Color/B&W (61 - 70)	Segment 6 Color/B&W (61 - 70)	Segment 7 B&W 71+	Segment 7 B&W 71+	Segment 7 Color/B&W 71+	Segment 7 Color/B&W 71+
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ATTACHMENT G-2 - GROUP B PRICE LIST

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

INSTRUCTIONS FOR EACH TAB

MSRP List Price

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

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

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

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

Discount from MSRP

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

Service - Supplies Pricing

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

Lease and Rental Rates

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

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

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ATTACHMENT G-3 - GROUP C PRICE LIST

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

INSTRUCTIONS FOR EACH TAB

MSRP List Price

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

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

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

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

Discount from MSRP

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

Service - Supplies Pricing

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

Lease and Rental Rates

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

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base rate.

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

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

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ATTACHMENT G-4 - GROUP D PRICE LIST

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

INSTRUCTIONS FOR EACH TAB

MSRP List Price

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

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

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

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

Discount from MSRP

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

Service - Supplies Pricing

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

Lease and Rental Rates

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

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

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ATTACHMENT G-5 - GROUP E PRICE LIST

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

INSTRUCTIONS FOR EACH TAB

MSRP List Price

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

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

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

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

Discount from MSRP

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

Service - Supplies Pricing

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

Lease and Rental Rates

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

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

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ATTACHMENT G-6 - GROUP F PRICE LIST

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

INSTRUCTIONS FOR EACH TAB

MSRP List Price

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

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

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

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

Discount from MSRP

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

Service - Supplies Pricing

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

Lease and Rental Rates

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

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base rate (if you are offering a 48 month rate).

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

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

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ATTACHMENT G-7 - MPS PRICE LIST

INSTRUCTIONS

Required MPS Pricing

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

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

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

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ATTACHMENT H

SAMPLE MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

1.1 **A3 MFD** - A Multi-function Device which is designed to handle letter, legal, ledger and some smaller paper sizes, such as postcards and envelopes.

1.2 **A4 MFD –** A Multi-function Device which is designed to handle letter, legal and some smaller paper sizes, such as postcards and envelopes. Ledger size paper is NOT an option on this Device.

1.3 **Acceptance** - A written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a Product for which Acceptance Testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Device, unless the Purchasing Entity provides a written notice of rejection to Contractor, as set forth in Section IX of this Master Agreement.

1.4 **Accessory** – A compatible item that is added to the Base Unit to enhance its capabilities and functions.

1.5 **Authorized Dealer** – The Manufacturer's authorized sales and Service center (also known as a Dealer, Distributor, or Partner) that must be certified by the Manufacturer to sell the Manufacturer's Products, and perform machine installation and maintenance on Devices offered by the Manufacturer. A Purchasing Entity must be able to, at a minimum, visit the sales and service center to view and test Device.

1.6 **Base Unit** - The copier, printer, Scanner, Large/Wide Format and Production Devices that include all standard Accessories and parts and excludes optional Accessories and/or software.

1.7 **Blended Rate** - A rate that is derived by taking the b&w and color cost per click rates on one or more Devices and calculating one rate that a customer will be billed for all copies, regardless of Device type and b&w or color output. Allows for simplicity when billing copies run.

1.8 **Bronze Standard** - Devices which meet less than 50% of the 28 optional EPEAT criteria.

1.9 **Business Day** – Any day other than Saturday, Sunday, or a legal holiday.

1.10 **Buyout to Keep** - The early termination option on an FMV or Capital Lease that involves the acquisition of the Device by the Purchasing Entity, and consists of any current and past due amount, plus the remaining stream of Device Payments.

1.11 **Buyout to Return** - The early termination option on an FMV, Capital or Straight Lease that involves the return of the Device by the Purchasing Entity to Contractor, in good working condition (ordinary wear and tear excepted), and consists of any current and past due amounts, plus the remaining stream of Device Payments.

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1.12 **Cancellable Rental** - An agreement that is cancellable upon the Purchasing Entity providing the Contractor with a thirty (30) day written notice, and is subject to a maximum penalty of up to three (3) months of Total Monthly Payments. Device ownership is not an option.

1.13 **Capital Lease** - For the purposes of this Master Agreement, a Capital Lease shall also be referred to as a $1 Buyout Lease and title of the Device will automatically pass from the Contractor to the Purchasing Entity at the end of the Initial Lease Term, and the Purchasing Entity will not be subject to additional payments in order to assume ownership. However, it will be at the discretion of the Participating State or Entity as to whether other criteria will also be considered, such as a bargain purchase option, a lease term longer than 75% of the estimated economic life of the Device, or the present value of the lease payments is greater than 90% of the fair market value of the Device at the beginning of the Initial Lease Term, or any other legal requirements relating to a Capital Lease.

1.14 **Contractor** - A party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.

1.15 **Coterminous** - Two or more leases or rentals that end at the same time. The original lease or rental payment is modified to reflect the addition of a new piece of Device or Accessory. The original term of the lease or rental is not modified as a result of a Coterminous addition.

1.16 **Device** - The Base Unit, either with or without optional Accessories and/or software. May also be referred to as “Equipment.”

1.17 **Device Downtime** - The period of time that a Device is waiting for Service to be completed.

1.18 **Device Payment** - The Device portion of the payment, less any Service, Supplies, and maintenance.

1.19 **Device Trade-In** - An agreed upon transaction between the Purchasing Entity and Contractor, in which Contractor takes ownership of Purchasing Entity’s owned Device, often for a discounted amount.

1.20 **Device Upgrade or Downgrade** - A replacement of the Purchasing Entity’s existing lease or rental Device, with a different piece of Device, of either greater or lesser value. A new lease or rental is then originated for the new piece of Device, with the remaining lease or rental payments on the old Device wrapped into it. The old lease or rental is closed out, and the Device is returned to Contractor.

1.21 **Electronic Product Environmental Assessment Tool (EPEAT)** - A tool which evaluates and selects Device according to a list of preferred environmental attributes. EPEAT registered means Devices meet the 1680.2 IEEE Standard for Environmental Assessment of Imaging Device, as amended.

1.22 **Energy Star** - The U.S. Environmental Protection Agency’s standard for energy efficiency.

1.23 **Fair Market Value (FMV) Lease** - A lease in which the Purchasing Entity can either 1) Take title to the Device at the end of the Initial Lease Term by paying the residual value to Contractor, 2) Enter into a Renewal Term for the Device, or 3) Return the Device to Contractor at the end of the Initial Lease Term.

1.24 **Group** - The classification for the different types of Devices solicited in this RFP. Groups are determined by the Devices primary functions and/or capabilities.

1.25 **Initial Lease or Rental Term** - The length of time (i.e. 12, 18, 24, 36, 48, or 60 months)

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

1.26 **Intellectual Property** - Any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

1.27 **Large/Wide Format Equipment** - A Device that prints on a large paper via a variety of output options.

1.28 **Lead State -** The State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.

1.29 **Legacy Device** – A Device that was purchased, leased, or rented either under a prior NASPO ValuePoint or WSCA Master Agreement, another program, or via any other means.

1.30 **Maintenance Agreement** - An agreement in which the Contractor provides monthly Service, parts, Supplies, and Preventative Maintenance on purchased, leased or rented Devices.

1.31 **Managed Print Services (MPS)** - The management, service, and support of the Purchasing Entity's entire enterprise and output infrastructure of printed materials, with the objective of creating a solution that improves the print process and reduces the expense of printed material.

1.32 **Manufacturer** - A company that, as its primary business function, designs, assembles, and owns the trademark/patent and markets a Device. Also referred to as Offeror and Contractor.

1.33 **Manufacturer's Suggested Retail Price (MSRP)** - The list price or recommended retail price of a Product in which the Manufacturer recommends that the retailer sell the Product.

1.34 **Master Agreement** - The underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.

1.35 **Multi-function Device (MFD)** - A Device which incorporates the functionality of multiple Devices into one, such as print, fax, copy and scan. Each feature can work independently of the other.

1.36 **NASPO ValuePoint** - A division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.

1.37 **Newly Manufactured** - Devices that have not been Refurbished, Remanufactured, rented, leased, sold, or used in a demonstration, and are currently being marketed by the Manufacturer.

1.38 **Normal Business Hours** – Defined as the hours between 8AM and 5PM, Monday through Friday, holidays excluded.

1.39 **Not Specifically Priced (NSP)** - NSP items enhance or compliment the Device but are not listed in the Master Agreement Price List(s). NSP's may include Coin-Op equipment, empowering software etc.

1.40 **OEM** – The Original Equipment Manufacturer.

1.41 **Order** - Any type of encumbrance document or commitment voucher, including, but not limited to, a purchase order, contract, MPS statement of work, Maintenance Agreement, lease agreement, rental agreement etc. used by a Purchasing Entity to order the Products and Services.

1.42 **Participating Addendum –** A bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (*e.g.*, ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).

1.43 **Participating Entity -** A state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

1.44 **Participating State** - A state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.

1.45 **Preventative Maintenance** - The servicing of a Device for the purpose of maintaining a satisfactory operating condition by providing systematic inspection, detection, and correction of failures either before they occur or before they develop into major defects.

1.46 **Private Label** - Devices that are manufactured by one company and sold under a retailer's brand name.

1.47 **Production Device** - A high-speed, high-quality printing Device that typically has advanced finishing functionality.

1.48 **Product** – Devices, Accessories, parts, software, and/or Supplies provided by Contractor pursuant to the Master Agreement.

1.49 **Purchasing Entity** - A state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

1.50 **Refurbished** - A Device which has received extensive maintenance and/or minor repair, including the replacement of all standard parts subject to wear during the normal course of use. For the purpose of this RFP and resulting Master Agreement(s), Refurbished Device shall not have more than 750,000 original copies on it. In addition, Refurbished Device must only contain OEM parts. Refurbished Device must be certified by the Manufacturer.

1.51 **Remanufactured** - The process of disassembling Devices known to be worn or defective that can be reused or brought up to OEM specification by cleaning, repairing or replacing it in a manufacturing environment and then reassembling and testing it, so that it will operate like a new Device. Remanufactured Device must be certified by the Manufacturer.

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

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

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

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

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

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

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

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

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

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

1.62 **Supplemental Documents** – With the exception of software, end-user and click-wrap agreements, Contractor's Supplemental Documents are the only authorized documents under this Master Agreement are attached hereto as Attachment(s) _____.

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

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

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

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

II. Parties and Term of the Master Agreement

2.1 **Parties.** This Master Agreement is entered into by and between the State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office (hereinafter called the "Lead State"), and _____ (hereinafter called "Contractor"), for the procurement of _____ as approved per this Master Agreement, for the benefit of Participating States, Entity's, and Purchasing Entities. The Contractor and the Lead State agree to the terms and conditions contained herein.

2.2 **Initial Term.** The initial term of this Master Agreement is for two (2) years, with an effective date of August 1, 2024. The term of this Master Agreement may be amended beyond the initial term for up to three (3) consecutive one (1) year additional terms, upon the mutual agreement of the Lead State and Contractor, by written Amendment. The total duration of the Master Agreement, including any extensions, shall not exceed five (5) years.

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

III. Order of Precedence

3.1 Order. This Master Agreement will consist of the following documents:

3.1.1 A Participating Entity's Participating Addendum ("PA");

3.1.2 NASPO ValuePoint Master Agreement, including all attachments hereto;

3.1.3 An Order issued against the Master Agreement;

3.1.4 The Solicitation, RFP-NP-23-001, Multi-Function Devices and Related Software, Services and Cloud Solutions; and

3.1.5 Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

3.2 Conflict. These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

3.3 Participating Addenda. Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement, nor will it include Products and Services not awarded under the Master Agreement.

IV. Participants and Scope

4.1 Requirement for a Participating Addendum. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

4.2 Applicability of Master Agreement. NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (*e.g.*, purchase order or contract) used by the Purchasing Entity to place the Order.

4.3 Authorized Use. Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective

State Chief Procurement Official.

4.4 Obligated Entities. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

4.5 Notice of Participating Addendum. Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

4.6 Eligibility for a Participating Addendum. Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.

4.7 Prohibition on Resale. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

4.8 Individual Customers. Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

4.9 Release of Information. Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

4.10 No Representations. The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

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

5.2 Administrative Fees

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

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

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

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

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

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

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

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.6 Canadian Participation. Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

5.7 Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

6.1 Pricing. The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed ("celling") price to any Purchasing Entity.

6.1.1 All prices and rates must be guaranteed through July 31, 2025. ~~for the initial term of the Master Agreement.~~

6.1.2 No retroactive adjustments to prices or rates will be allowed.

6.2 Payment. Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.

6.3 Leasing or Alternative Financing Methods. The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. **Exhibit A, Statement of Work**, contains Leasing and Rental provisions; however, it shall be at the discretion of each Participating State or Entity to accept these terms, reject these terms, or further negotiate the terms with the Contractor.

VII. Ordering

7.1 Order Numbers. Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

7.2 Quotes. Purchasing Entities may define entity-specific or project-specific requirements

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

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

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

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

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

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

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

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

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

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

7.6.1 Name of Purchasing Entity;

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

7.6.3 Order date;

7.6.4 Description of the Product and/or Service ordered;

7.6.5 Model number;

~~**7.6.6** Serial number;~~

7.6.7 Price;

7.6.8 The Master Agreement number; and

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

7.7 Contractor shall have the ability to accept procurement credit cards, and will not assess any additional charges or fees for processing payments via this method.

7.8 At the discretion of the Participating State or Entity, Contractor shall have the ability to provide a centralized billing option.

7.9 Authorized Dealers shall have the ability to invoice a Purchasing Entity directly, unless otherwise specified by a Participating State or Entity.

7.10 Contractor and/or Authorized Dealers shall not issue an invoice until the Purchasing Entity has confirmed Acceptance, per **Section IX**.

7.11 Contractor and/or Authorized Dealers may charge the Purchasing Entity a re-stocking fee for any Products that are not accepted. The amount of the fee shall be the lesser of 10% of the purchase price, or $200.00, unless otherwise specified in a Participating Addendum.

7.12 Contractor and/or Authorized Dealers may estimate meter reads if a Purchasing Entity fails to submit the required information within the specified time-frame.

7.13 All software Orders shall reference the Manufacturer's most recent release or version of the Product, unless the Purchasing Entity specifically requests a different version.

7.14 Contractor and/or Authorized Dealers may bill property tax separately or as otherwise indicated in a Participating Addendum or an Order.

7.15 Contractor and/or Authorized Dealers shall have a process in place for resolving disputed invoices, including escalation procedures. In addition, Contractor and/or Authorized Dealers shall have a process in place for issuing refunds or credits due to invoicing errors, as well as over-payments and Product returns.

7.16 **Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

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

7.18 **Contract Provisions for Orders Utilizing Federal Funds**. Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

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8.1 **Shipping Terms.** With the exception of Group C and Sub-Groups C1 and C2 Devices, all Products must be shipped F.O.B. destination, freight pre-paid by the Contractor, to the Purchasing Entity's specified location, unless otherwise indicated in a Participating Addendum. Group C and Sub-Groups C1 and C2 shipping charges shall be quoted to the Purchasing Entity prior to Order confirmation.

8.1.1 Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.

8.2 **Available Products**. Devices that are in-stock or otherwise not subject to supply-chain shortages or issues, shall be delivered within thirty (30) calendar days after receipt of Order, unless otherwise specified by the Purchasing Entity.

8.3 **Required Updates**. Contractor shall provide a minimum of bi-monthly updates to the Purchasing Entity regarding the status of all Devices that are, or will be expected to go, on backorder.

8.4 **Delivery Days and Receiving Hours.** All deliveries shall be made during Normal Business Hours, which may vary for each Purchasing Entity of each Participating State. The Purchasing Entity shall not be responsible should the Contractor fail to observe specific delivery days and receiving hours. The delivery days and delivery hours shall be established by each individual Purchasing Entity upon Order placement.

8.5 **Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.

8.6 **Inside Deliveries.** All deliveries, with the exception of drop-shipped or desktop Devices, shall be made to the interior location specified by the Purchasing Entity. Specific delivery instructions will be noted on the Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

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

IX. Inspection and Acceptance

9.1 **Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.

9.2 **Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.

9.3 Purchasing Entity shall confirm delivery, installation and Acceptance of all Devices covered by each purchase, lease, or rental Order, by signing a Delivery and Acceptance

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

9.4 Purchasing Entity agrees to sign and return the D&A to Contractor (which, at mutual agreement, may be done electronically) within five (5) Business Days after any Device is installed, or as otherwise stated in a Participating Addendum.

9.5 Failure to sign the D&A or reject the Device(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity; however, it does not relieve the Contractor of liability for material (nonconformity that substantially impairs value) defects subsequently revealed when Products are put to use. Acceptance of such Devices may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor shall be liable for any resulting expense incurred by the Purchasing Entity in relation to the preparation and shipping of Devices(s) rejected and returned, or for which Acceptance is revoked.

9.6 **Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

9.6.1 Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.

9.6.2 Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

9.7 **Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.

9.8 **Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.

9.8.1 The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.

9.8.2 If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

9.8.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or

specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

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

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

X. Warranty

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

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

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

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

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

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

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

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

10.9 Contractor warranty obligations shall not apply if:

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

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

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

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

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

10.12 Lemon Clause

10.12.1 This clause shall apply to all Devices that are purchased, leased, or rented under the Contractor's Master Agreement.

10.12.2 This clause shall not apply if Supplies are used in the Devices that were not manufactured, provided, or authorized by the Contractor.

10.12.3 The application period is thirty-six (36) months from the date of Acceptance.

10.12.4 This clause shall take precedence over any other warranty or Services clauses associated with the Contractor's Master Agreement, or as specified by a Participating State or Entity in their Participating Addendum.

10.12.5 A Purchasing Entity must maintain an uninterrupted Maintenance Agreement on all purchased Devices in order for this clause to apply past the initial ninety (90) day warranty.

10.12.6 Any Device that fails (except due to operator error) to function in accordance with the Manufacturer's published performance specifications, four (4) times in any four (4) week period and/or is subject to recurring related problems, shall be replaced with a new Device that meets or exceeds the requirements of the original Device, at no cost to the Purchasing Entity.

10.13 Rights Reserved. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

XI. Product Title

11.1 Conveyance of Title. Contractor shall have exclusive title to the Devices being delivered and the Devices shall be free and clear of all liens, encumbrances, and security interests. Title to the Device shall only pass to the Purchasing Entity upon:

11.1.1 Purchasing Entity up-front purchase of the Device;

11.1.2 Purchasing Entity exercising the purchase option at the end of an FMV Lease;

11.1.3 Upon expiration of a Purchasing Entity's Capital Lease; or

11.1.4 Purchasing Entity has secured Third Party financing and payment is being made directly to the Contractor by the Purchasing Entity.

11.2 Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.

11.3 Embedded Software. Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

11.4 License of Pre-Existing Intellectual Property. Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this

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

XII. Indemnification

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

12.2 Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys’ fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

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

12.2.1.1 provided by the Contractor or the Contractor’s subsidiaries or affiliates;

12.2.1.2 specified by the Contractor to work with the Product;

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

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

12.2.2 The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

12.2.3 The Indemnified Party shall furnish, at the Contractor’s reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys’ fees and related costs, incurred

by the Indemnified Party in the pursuit of the Intellectual Property Claim.

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

XIII. Insurance

13.1 Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option; result in termination of its Participating Addendum.

13.2 Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

13.2.1 **Commercial General Liability** covering premises operations, Independent Contractors, Products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence, $2 million general aggregate, $2 million Products and completed operations aggregate and $50,000 and any one fire. If any aggregate limit is reduced below $2,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the Participating Entity, a certificate or other document satisfactory to the Participating Entity, showing compliance with this provision.

13.2.2 **Cyber Liability** covering claims and losses with respect to network, internet (Cloud) or other data disclosure risks (such as data breaches, releases of Confidential Information, unauthorized access/use of information, and identity theft) with minimum limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate.

13.2.3 Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

13.2.4 **Automobile Liability** covering any auto (including owned, hired and non-owned), with a minimum limit of $1,000,000 each accident combined single limit.

13.3 Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that the insurer not revoke them until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

13.4 Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that:

13.4.1 Names the Participating States identified in the Request for Proposal as additional insured's, and;

13.4.2 Provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

13.5 Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within seven (7) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within fifteen (15) days after any renewal date. These certificates of insurance must expressly indicate compliance with each insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

13.6 Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Order.

13.7 Notice of Cancellation. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

13.8 Participating Entities. Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.

13.9 Furnishing of Certificates. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

13.10 Disclaimer. Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provision

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14.1 Records Administration and Audit

14.1.1 The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

14.1.2 Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

14.1.3 The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

14.2.1 **Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

14.2.1.1 Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the

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

14.2.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

14.2.2.1 Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

14.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

14.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

14.2.3 Injunctive Relief. Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

14.2.4 Purchasing Entity Law. These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 NASPO ValuePoint. The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's

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

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

14.3 Assignment/Subcontracts

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

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

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

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

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

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

14.8 Defaults and Remedies

14.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

14.8.1.1 Nonperformance of contractual requirements;

14.8.1.2 A material breach of any term or condition of this Master Agreement;

14.8.1.3 Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;

14.8.1.4 Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

14.8.1.5 Any default specified in another section of this Master Agreement.

14.8.2 Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

14.8.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

14.8.3.1 Any remedy provided by law;

14.8.3.2 Termination of this Master Agreement and any related Contracts or portions thereof;

14.8.3.3 Assessment of liquidated damages as provided in this Master Agreement;

14.8.3.4 Suspension of Contractor from being able to respond to future bid solicitations;

14.8.3.5 Suspension of Contractor's performance; and

14.8.3.6 Withholding of payment until the default is remedied.

14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and

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

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

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

14.11 No Waiver of Sovereign Immunity

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

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

14.12 Governing Law and Venue

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

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

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

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

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

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

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Attachment I
PROPOSED MODIFICATIONS TO SAMPLE MASTER AGREEMENT

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

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

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

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

☐ Offeror has no proposed modifications to Attachment H, Sample Master Agreement.

☐ Offeror proposes the modifications set forth in the table below and **will submit with Offeror's proposal a redlined copy of Attachment H, Sample Master Agreement** incorporating each proposed modification. Offeror understands, acknowledges, and agrees to comply with the following:

- The following may not be considered by the Lead State:
  - Any proposed modification not submitted in this attachment;
  - Any proposed modification not accompanied by an explanation as required in this attachment;
  - Any proposed modification not reflected in redlined edits to the Sample Master Agreement and submitted with Offeror's proposal; and
  - Any proposed modification merely referencing another document or a URL.
- Offerors may propose additional terms but must include them in this attachment and must clearly identify where any terms conflict with the Sample Master Agreement.
- In the table below, Offeror must list the page number and Section of the Master Agreement which contains the proposed redlines. In addition, Offeror must provide an explanation for their proposed changes.

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Sample Master Agreement Page Number	Sample Master Agreement Section Number	Reason for proposed changes

.

[Add additional rows as needed.]

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Attachment J
POTENTIAL PARTICIPATION

The states below have requested to be named in this RFP as potential participants in the resulting Master Agreement(s). This list neither guarantees execution of a Participating Addendum by an Interested State nor precludes execution of a Participating Addendum by any state or entity not identified as an Interested State.

Interested States	Reported Estimated Annual Volume	Sample Participating Addendum Terms and Conditions
Colorado	$14,650,000	Not Included
California	$8,157,272	Page 2
Connecticut	$326,825	Page 4
Florida	$14,400,000	Not Provided
Hawaii	8,848,563	Page 5
Illinois	Not Available	Page 6
Iowa	Not Reported	Not Provided
Maine	$2,362,406	Not Provided
Massachusetts	$41,215,713	Page 7
Minnesota	$125,000	Not Provided
Missouri	$12,644,386	Not Provided
Nevada	$12,000,000	Not Provided
New Jersey	$39,085,304	Page 8
New Mexico	Not Reported	Not Provided
North Dakota	$4,731,000	Not Provided
South Dakota	$3,000,000	Not Provided
Vermont	$25,000,000	Page ~~8~~ 9
Washington	$13,111,625	Page ~~9~~ 10
Wisconsin	$15,768,700	Not Provided

TOTAL ESTIMATED ANNUAL VOLUME FROM INTERESTED STATES: ~~$139,206,140~~ $178,291,444

The Estimated Annual Volume above aggregates usage estimates, self-reported by the Interested States, which may be based on any factor considered relevant by each Interested State, including historical usage and anticipated future usage. No minimum or maximum level of sales volume is guaranteed or implied.

Some Interested States have also provided state-specific terms and conditions, included in this attachment, that may apply to a Participating Addendum executed with an Offeror awarded a Master Agreement through this RFP. These terms and conditions are being provided for informational purposes only and will not be incorporated into the Master Agreement or addressed or negotiated by the Lead State. Participation and the terms and conditions applicable to each Participating Entity will be determined by the Participating Entity following negotiation of a Participating Addendum with a Contractor.

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State of California – Additional Terms

Terms and conditions listed below will be incorporated and made a part of California Participating Addenda. The State of California reserves the right to add additional terms and conditions to individual Participating Addenda.

A. Terms

1) General Provisions – Information Technology (GSPD-401IT) effective 06/21/2022. This document can be viewed on the DGS Procurement Division website (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts).

2) Cloud Computing Software as a Service (SaaS) General Provisions effective 06/21/2022. This document can be viewed on the DGS Procurement Division website (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts).

3) Cloud Computing Special Provisions for Software as a Service (SaaS) effective 03/15/2018. This document can be viewed on the DGS Procurement Division website (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts).

B. Administrative Fee

1) Contractor is required to remit to DGS an administrative fee amount equal to 1.25% of the sales for the quarterly reporting period less freight, taxes, returned products and credits. (For example, if the net sales for the reporting quarter totals $100,000.00, the incentive fee due to DGS would be $1,250.00.)

2) The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.

3) The administrative fee shall not be invoiced or charged to the ordering agency.

4) Payment of the administrative fee is due irrespective of payment status from ordering agencies.

5) Payment may be made in the form of an electronic payment using the LPA Payment Portal website (https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal) or by submitting a check payable to the State of California, Department of General Services.

6) Administrative fee payments made by check must include the Participating

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Addendum Number on the check and be submitted to the following address:

Department of General Services
Procurement Division
Attn: MAPS Payment Processing
707 Third Street, 2nd Floor
West Sacramento, CA 95605

7) Administrative fee payments are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

8) Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of the Participating Addendum.

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State of Connecticut – Participating Addendum

Participating
Addendum for NASPC

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State of Hawaii – Participating Addendum


Hawaii AG T&C.pdf


Hawaii PA Template.pdf

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State of Illinois – Specific Terms and Conditions Cooperative Participation

1. This participating agreement executed by the State of Illinois may be designated as available to all or certain governmental units and/or qualifying not for profit agencies. "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code (30 ILCS 500/), officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute. 30ILCS 525/.
2. In no event will the total term of any participating agreement, including the initial term and any extensions or amendments, exceed ten (10) years.
3. This participating agreement and all related public records maintained by, provided to, or required to be provided to the State, are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
4. Any participating agreement executed by the State of Illinois is contingent upon and subject to the availability of funds. The State of Illinois, at its sole option, may terminate or suspend any participating agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the Federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor of Illinois decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Vendor will be notified in writing of the failure of appropriation or of a reduction or decrease.
5. Any claim against any State of Illinois, any State of Illinois agency as defined in Section 1-15.100 of the Illinois Procurement Code (30 ILCS 500/), or officers of the State of Illinois arising out of any participating agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State of Illinois. Payment terms contained in Vendor's invoices shall have no force or effect. The State of Illinois shall not enter into binding arbitration to resolve any dispute arising out of any participating agreement. The State of Illinois does not waive sovereign immunity.
6. Illinois may further evaluate the lead entity's awarded contracts to make best value determinations.
7. Registration in the Illinois Procurement Gateway is required before a participating agreement with the State of Illinois may be executed. For information on registration, please visit www.ipg.vendorreg.com.
8. Registration in BidBuy is required before a contract with the State of Illinois can be executed. For information on registration, please see the BidBuy Vendor Registration Manual.
9. Any vendor with a participating agreement may be required to meet an Illinois Business Enterprise Program goal (30 ILCS 575/).
10. Any vendor with a participating agreement may be required to meet a contracting goal with Illinois small businesses (30 ILCS 500/45-90).

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State of Massachusetts – Participating Addendum



ITC80 Participating
Addendum -Massachı

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State of New Jersey – Standard Terms and Conditions

State of New Jersey
Standard Terms and (

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State of Vermont – Terms and Conditions

Vermont - Terms and Conditions.pdf

Docusign Envelope ID: 4A8EA53A-A877-8E44-80E5-83C06D9C2644

State of Washington – Participating Addendum

Washington NASPO
PA Template.docx

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Attachment K
PROPOSAL CHECKLIST

DOCUMENT ~~HARD COPY~~ SUBMISSION		
Folder 1: Administrative Documents		**Completed** (indicate with √ or "N/A")
Section 1.1	Proposal Checklist (Attachment K)	
Section 1.2	Claim of Business Confidentiality (Attachment D)	
Section 1.3	Offeror Information, Acknowledgements, and Certifications (Attachment E)	
Section 1.4	W-9 Request for Taxpayer Identification Number and Certification (Attachment E-1)	
Section 1.5	Redlined copy of Sample Master Agreement (Attachment H)	
Section 1.6	Proposed Modifications to Sample Master Agreement (Attachment I)	
Folder 2: Technical Response		
Section 2.1	Technical Response Worksheet (Attachment F)	
Section 2.2	Technical Response Exhibits:	
	Sample Dealer Training Plan or Information Sheet	
	Sample Report of SLA Data	
	Copy of Organization's SLA	
	Copy of Organization's Data Breach Plan	
Folder 3: Cost Response		
Section 3.1	Group A Price List (Attachment G-1)	
Section 3.2	Group B Price List (Attachment G-2)	
Section 3.3	Group C Price List (Attachment G-3)	
Section 3.4	Group D Price List (Attachment G-4)	
Section 3.5	Group E Price List (Attachment G-5)	
Section 3.6	Group F Price List (Attachment G-6)	
Section 3.7	MPS Price List (Attachment G-7)	
Folder 4: Supplemental Documents		
Folder 5: Copy of Redacted Proposal (if applicable)		

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AUTHORIZED DEALERS BY STATE
MULTI-FUNCTION DEVICES AND RELATED SOFTWARE, SERVICES AND SOLUTIONS
RFP-NP-23-001

VENDOR NAME:

States	Dealer Representation (put an "x" if yes)	Number of Dealers
Alabama		
Alaska		
Arizona		
Arkansas		
California		
Colorado		
Connecticut		
Delaware		
Florida		
Georgia		
Hawaii		
Idaho		
Illinois		
Indiana		
Iowa		
Kansas		
Kentucky		
Louisiana		
Maine		
Maryland		
Massachusetts		
Michigan		
Minnesota		
Mississippi		
Missouri		
Montana		
Nebraska		
Nevada		
New Hampshire		
New Jersey		
New Mexico		
New York		
North Carolina		
North Dakota		
Ohio		
Oklahoma		
Oregon		
Pennsylvania		
Puerto Rico		
Rhode Island		
South Carolina		
South Dakota		
Tennessee		
Texas		
Utah		
Vermont		
Virginia		
Washington		
Washington DC		
West Virginia		
Wisconsin		
Wyoming		
Total	0	0

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Docusign Envelope ID: C2A1264F-FE3D-4EA0-B86C-83BF39FE3A9D

COUNTY OF BOONE - MISSOURI
WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF $5,000.00)

County of St Louis City)
) ss
State of MO)

My name is Tanya Hagan. I am an authorized agent of SumnerOne, Inc. _____ (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Tanya Hagan 04/24/2025
Affiant Date

Tanya Hagan
Printed Name

Subscribed and sworn to before me this 24 day of April 2025.

Notary Public

Attach to this form the *E-Verify Memorandum of Understanding* that you completed when enrolling.

JACKIE FISCHER
Notary Public - Notary Seal
St. Louis City - State of Missouri
Commission Number 15635331
My Commission Expires May 6, 2027

Docusign Envelope ID: 4A8EA53A-A877-8E44-80E5-83C06D9C2644

Docusign Envelope ID: C2A1264F-FE3D-4EA0-B86C-83BF39FE3A9D

E-Verify

Company ID Number:1215852 Client Company ID Number:1816318

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	SumnerOne, Inc.
Company Facility Address	6717 Waldemar Avenue Saint Louis, MO 63139
Company Alternate Address	6717 Waldemar Avenue Saint Louis, MO 63139
County or Parish	Saint Louis City
Employer Identification Number	43-1332770
North American Industry Classification Systems Code	Merchant Wholesalers, Durable Goods (423)
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1

Docusign Envelope ID: 4A8EA53A-A877-8E44-80E5-83C06D9C2644

Docusign Envelope ID: C2A1264F-FE3D-4EA0-B86C-83BF39FE3A9D

E-Verify

Company ID Number:1215852 Client Company ID Number:1816318

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Missouri	1

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Docusign Envelope ID: C2A1264F-FE3D-4EA0-B86C-83BF39FE3A9D

E-Verify

Company ID Number:1215852 Client Company ID Number:1816318

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Tanya Hagan
Phone Number	(314) 633-8043
Fax Number	
Email Address	thagan@sumnerone.com

Name	Kelly Mixon
Phone Number	(314) 633-8044
Fax Number	
Email Address	kmixon@sumnerone.com

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Docusign Envelope ID: C2A1264F-FE3D-4EA0-B86C-83BF39FE3A9D

E-Verify

Company ID Number:1215852 Client Company ID Number:1816318

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer SumnerOne, Inc.	
Name (Please Type or Print) Tanya Hagan	Title
Signature Electronically Signed	Date April 13, 2022
E-Verify Employer Agent ADP, Inc.	
Name (Please Type or Print) eVerify Team WFN	Title
Signature Electronically Signed	Date April 13, 2022
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date April 13, 2022

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Docusign Envelope ID: C2A1264F-FE3D-4EA0-B86C-83BF39FE3A9D

(Please complete and return with Bid Response)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies that it and its principles:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Greg S. Shaw Director of Sales

Name and Title of Authorized Representative

Signature

04/28/2025
Date

Docusign Envelope ID: 4A8EA53A-A877-8E44-80E5-83C06D9C2644

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/19/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kimberly Boucher
Marsh & McLennan Agency LLC company - St. Louis 825 Maryville Centre Dr. Suite 200 Chesterfield MO 63017	PHONE (A/C, No, Ext): 314-594-2461 FAX (A/C, No): 888-307-1562 E-MAIL ADDRESS: Kim.Boucher@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Compan	20478
INSURER B : Continental Insurance Company	35289
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED SUMNINC-03
SumnerOne, Inc.
6717 Waldemar Ave
Saint Louis , MO 63139

COVERAGES **CERTIFICATE NUMBER:** 1661191801 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	7064010414	3/1/2026	3/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		7064010400	3/1/2026	3/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0	Y		7064010428	3/1/2026	3/1/2027	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	7064010431	3/1/2026	3/1/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SCHEDULE OF NAMED INSUREDS: SumnerOne, Inc. dba Copying Concepts Office Systems; Unisource Document Products; Western Imaging; Corporate Business Systems; Drake Systems; KK Office Solutions, Inc.; Image Works of Oklahoma
The County of Boone and Boone County Purchasing Department are is included as Additional Insured(s) for General Liability, Automobile Liability, and Umbrella Liability with respect to work performed by the Named Insured, if required by written contract, agreement or permit and subject to the provisions and limitations of the policy.
A waiver of subrogation is granted for General Liability and Workers Compensation coverage where permitted by law and if required by written contract, agreement or permit and subject to the provisions and limitations of the policy.

CERTIFICATE HOLDER

County of Boone, Missouri
C/O Purchasing Department
5551 S. Tom Bass Road
Columbia MO 65201
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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456-2026

September Session of the July Adjourned Term 2026

10th Day of September 2026

Now on this day, the County Commission of the County of Boone does hereby approve Contract C001174 (011223-UNM) with Unmanned Vehicle Technologies LLC for the purchase of New Drones. The terms of the agreement are set out in the attached contract, and the Presiding Commissioner is authorized to sign the same.

Done this 10th day of September, 2026.

Kip Kendrick
Presiding Commissioner

ATTEST:

Brianna L Lennon SEU
Brianna L. Lennon
Clerk of the County Commission

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

Boone County Purchasing

Amy Gerskin, CPPB, MBA
Senior Buyer

5551 S. Tom Bass Rd.
Room 205
Columbia, MO 65201
Phone: (573) 886-4393
agerskin@boonemo.gov

MEMORANDUM

TO: Boone County Commission
FROM: Amy Gerskin
DATE: September 3, 2026
RE: ***Award of Contract*** *C001174 (011223-UNM) – Unmanned Vehicle Systems with Unmanned Vehicle Technologies LLC*

The Boone County Purchasing Department requests permission to utilize Sourcewell Cooperative contract 011223-UNM for Unmanned Vehicle Systems with Unmanned Vehicle Technologies LLC to purchase new drones for the Boone County Sheriff's Office.

The total for this purchase will be $21,832.10 and will be paid from Department 1251 – GF Sheriff Operations, Accounts 91300 – Machinery and Equipment and 23850 – Untagged Equipment and Tools.

cc: Contract File

09/03/26
RQST DATE

PURCHASE REQUISITION
BOONE COUNTY, MISSOURI

17106 VNDR #

Unmanned Vehicle Technologies
VENDOR NAME

011223-UNM
BID #

Ship to Dept #: Sheriff's Office

Bill to Dept #: 1251

Dept	Account	Item Description	Qty	Unit Price	Amount
1251	91300	DJI Matrice 4T	2	$7,456.55	$14,913.10
1251	23850	DJI Matrice 4 Series Battery	4	$275.00	$1,100.00
1251	23850	DJI AL1 Spotlight	2	$408.50	$817.00
1251	23850	DJI AS1 Speaker	2	$275.50	$551.00
1251	23850	DJI Avata 360 Fly More Combo w/ RC 2	1	$999.00	$999.00
1251	91300	DJI Avata 2 Fly More Combo w/Three Batteries	1	$1,609.00	$1,609.00
1251	23850	DJI FPV Remote Controller 3	3	$289.00	$867.00
1251	23850	DJI Matrice 30 Series TB30 Intelligent Flight Battery	2	$408.50	$817.00
1251	91300	~~Shifting~~ Shipping	1	$159.00	$159.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
				GRAND TOTAL:	21,832.10

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Approving Official

Prepared By

Auditor Approval

Unmanned Vehicle Technologies, LLC
1722 N College Avenue, Suite D
Fayetteville, AR 72703

Invoicing Address
Boone County, MO Sheriff's Office, Amy Gerskin
5551 S. Tom Bass Rd.
Columbia MO 65201
United States
+1 573-886-4393

Shipping Address
Boone County, MO Sheriff's Office, Brian Leer
2121 County Drive
Columbia MO 65202
United States
+1 573-875-1111 ext. 6428

Boone County, MO Sheriff's Office, Brian Leer
2121 County Drive
Columbia MO 65202
United States

Quotation # SO231267

Quotation Date	Expiration	Salesperson
08/20/2026	09/30/2026	Kyle Nallborski

DESCRIPTION	QUANTITY	UNIT PRICE	DISC.%	TAXES	AMOUNT
[101-156-1029] DJI Matrice 4T The DJI Matrice 4T is a compact flagship enterprise drone designed to meet the diverse needs of professionals across various industries. Equipped with multiple intelligent sensors, it delivers exceptional imaging capabilities, including a 1/1.3" CMOS 48MP wide-angle camera, a 1/1.3" CMOS 48MP medium telephoto camera, and a 1/1.5" CMOS 48MP telephoto camera, providing clear and stable images with up to 112x hybrid zoom. The Matrice 4T excels in low-light environments thanks to its advanced night mode and intelligent low-light capabilities, ensuring optimal performance during dusk and nighttime operations. Its high-efficiency precision	2.000 Units	7,849.00	5.00	0.0000 %	$ 14,913.10

mapping features and intelligent operation functions make it an ideal tool for surveying, mapping, construction, and inspections.

Some Key Features Include:
Infrared Thermal Camera: Equipped with a 640 × 512 resolution thermal sensor, the Matrice 4T supports High-Res Mode up to 1280 × 1024 pixels, allowing for detailed thermal imaging essential for inspections and search and rescue operations.

NIR Auxiliary Light: The Near-Infrared (NIR) auxiliary light extends illumination up to 100 meters, enhancing visibility in low-light conditions and ensuring clear imagery during nighttime missions.

The Matrice 4T's key advantage is its portability. Its compact design allows for quick deployment and easy transportation. 360-degree obstacle sensing and advanced positioning systems ensure enhanced flight safety, providing reliable operation even in complex environments.

In the Box:
* 1x DJI Matrice 4T
* 1x DJI Matrice 4 Series Battery
* 1x DJI RC Plus 2 Enterprise
* 1x DJI 100W USB-C Power Adapter
* 1x DJI Matrice 4 Series Charging Hub
* 1x microSD Card
* 1x DJI Matrice 4T Gimbal Protector
* 1x DJI Cellular Dongle 2 Pry Bar
* 3x DJI Matrice 4 Series Propellers
* 1x 100W Power Adaptor AC Cable
* 1x USB-C to USB-C Data Cable
* 1x USB-A to USB-C Data Cable

Unmanned Vehicle Technologies, LLC
1722 N College Avenue, Suite D
Fayetteville, AR 72703

* 1x DJI Matrice 4 Series Storage Case * 1x DJI Matrice 4 Series Storage Case Shoulder Strap The DJI Matrice 4T is a versatile and powerful tool, offering advanced features and comprehensive accessories to support a wide range of professional applications.					
[101-156-1003] DJI Matrice 4 Series Battery The DJI Matrice 4 Series Battery is a high-capacity 99Wh LI-ion 4S battery designed to provide up to 49 minutes of flight time or 42 minutes of hover time for the DJI Matrice 4 series drones. Its robust design ensures long-lasting durability and reliability, making it ideal for demanding industrial applications. The battery features a 6741 mAh capacity and operates within a standard voltage of 14.76 V, with a maximum charging voltage of 17.0 V. It is recommended to charge the battery using the DJI Matrice 4 Series Charging Hub.	4.000 Units	275.00		0.0000 %	$ 1,100.00

Unmanned Vehicle Technologies, LLC
1722 N College Avenue, Suite D
Fayetteville, AR 72703

[101-156-1010] DJI AL1 Spotlight The DJI AL1 Spotlight enhances your drone's capabilities with powerful illumination, offering both always-on and strobe modes. It can clearly illuminate subjects even from a distance of 100 meters. Additionally, it intelligently links with the gimbal, following the camera's movements to ensure the illuminated area matches the camera's view. It also offers a wide field-of-view lighting mode, illuminating up to 2,200 square meters, ideal for large-scale operations. Compatible with DJI Matrice 4 Series drones, the AL1 Spotlight is an essential accessory for professionals requiring reliable and adaptable aerial lighting solutions. Note: The performance of the Matrice 4 Series aircraft's propulsion and vision system may be affected after the spotlight is mounted. Fly with caution.	2.000 Units	430.00	5.00	0.0000 %	$ 817.00

Unmanned Vehicle Technologies, LLC
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[101-156-1009] DJI AS1 Speaker The DJI AS1 Speaker enhances your drone operations with powerful audio capabilities, delivering up to 114 decibels at 1 meter and a broadcast range extending up to 300 meters. It supports real-time broadcasting with echo suppression, recorded messages, media imports, and text-to-speech functionality. Its lightweight design (92.5 g with bracket) minimizes impact on drone performance, and quick-release hand-tightened screws ensure easy and secure installation. Compatible with DJI Matrice 4 Series drones, the AS1 Speaker is an essential accessory for effective aerial communication. Enhance your drone's communication capabilities with the DJI AS1 Speaker, designed for seamless integration with the DJI Matrice 4 Series.	2.000 Units	290.00	5.00	0.0000 %	$ 551.00
[101-161-1001] DJI Avata 360 Fly More Combo w/ RC 2 DJI Avata 360 8K Drone Fly More Combo with RC 2 Remote Controller. Includes: DJI Avata 360 8K Drone RC 2 Remote Controller 3x Intelligent Flight Battery Charging Hub Sling Bag Gimbal Protector 2x Spare Propellers (Pair) USB-C to USB-C Data Cable Screwdriver Foldable Landing Pad Lens Cleaning Cloth DJI 1 Year Limited Warranty	1.000 Units	999.00		0.0000 %	$ 999.00

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[101-142-1013] DJI Avata 2 Fly More Combo w/Three Batteries Fly farther, faster! Experience the future of FPV with the DJI Avata 2 Fly More Combo (Three Batteries). Perfect for beginners and experts alike, the Avata 2 is built to navigate effortlessly, with DJI's RC Motion 3 providing pilots with more agility than ever before. The immersive DJI Goggles 3 allows crisp, comfortable, and effortless FPV operation. An upgraded 1/1.3-inch image sensor expands the drone's effectiveness during low-light operations. Its sturdy build guarantees resilience against collisions, while the upgraded camera captures stunning 4K visuals. In The Box: 1x DJI Avata 2 1x DJI Goggles 3 1x DJI RC Motion 3 3x DJI Avata 2 Intelligent Flight Battery 4x DJI Avata 2 Propellers (Pair) 16x DJI Avata 2 Propeller Screw 1x DJI Avata 2 Gimbal Protector 1x DJI Goggles 3 Foam Padding 1x DJI Goggles 3 Additional Forehead Pad 1x DJI Goggles 3 -2.0D Corrective Lenses (Pair) 1x USB-C OTG Cable 1x Type-C to Type-C PD Cable	1.000 Units	1,609.00			$ 1,609.00

Unmanned Vehicle Technologies, LLC
1722 N College Avenue, Suite D
Fayetteville, AR 72703

[101-133-1101] DJI FPV Remote Controller 3 Unlock the power of precise control with the DJI FPV Remote Controller 3. Whether you're a beginner or an experienced pilot, the Normal, Sport, and Manual modes offer customizable control options to suit your flying style. The DJI FPV Remote Controller 3 is crafted to be compatible with DJI O4 video transmission, and its innovative antenna design guarantees seamless connectivity. The Remote Controller 3's lightweight construction and extended control sticks enhance maneuverability and comfort. In The Box: 1x DJI FPV Remote Controller 3 1x DJI FPV Remote Controller 3 Control Sticks (Pair) 1x L-shaped Screwdriver	3.000 Units	289.00			$ 867.00
[101-138-1207] DJI Matrice 30 Series TB30 Intelligent Flight Battery Explicitly designed to power the Matrice 30 Series drone, the DJI TB30 Intelligent Flight Battery is a 6-cell (6S) Ternary Lithium battery with a maximum capacity of 5880 mAh and a maximum voltage of 26.1 V. With its self-heating ability, the TB30 can perform even in extreme cold. The TB30 battery can only be charged using the DJI BS30 Intelligent Battery Station.	2.000 Units	430.00	5.00		$ 817.00
[SRV-111] Sourcewell Contract - 011223-UNM	1.000 Units	0.00			$ 0.00
UPS Ground	1.000 Units	159.00		0.0000 %	$ 159.00

All quotations are offered in good faith with our most accurate and up to date pricing. Due to the recent implementation of tariffs on many of the items that UVT offers, prices are subject to change without notice. UVT will do everything possible to honor the pricing offered, however price changes associated with additional tariffs will void existing quotations containing affected items. Our team will continuously work to keep our customers informed as soon as possible if any associated orders are affected by these changes.

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Untaxed Amount	$ 21,832.10
Taxes on $ 18,539.10	$ 0.00
Total	**$ 21,832.10**

SALES TAX. Tax is automatically applied to all sales. Tax is calculated based on the Delivery Address and the type of goods and services being sold. Taxes may vary by line item.

Tax exempt? Please let your salesperson know and be prepared to provide your sales tax exemption certificate and W-9.

GOVERNMENT CONTRACTS. Contracts available in all 50 states. Discounts apply to most products.

Sourcewell Contract #: 011223-UNM
TIPS Contract #: 240101

CONFIDENTIALITY. Where applicable by law, the contents of this document are considered legally protected and proprietary and cannot be shared outside of your organization without the express written consent of Unmanned Vehicle Technologies, LLC.

Payment terms: Net 30

Limited Liability Company Details as of 9/3/2026

Required Field *

To File Documents - select the filing from the "Create Filing" list, then click FILE ONLINE.

To terminate an entity two documents are required:
General Business and Nonprofit - Articles of Dissolution followed by Articles of Termination
Limited Liability Companies - Notice of Winding up followed by Articles of Termination

File Registration Reports - click FILE REGISTRATION REPORT.

Copies or Certificates - click ORDER COPIES/CERTIFICATES.

RETURN TO SEARCH RESULTS

Create Filing

Amended Certificate of Registration of a Foreign LLC

FILE ONLINE

ORDER COPIES/ CERTIFICATES

General Information | Filings | Principal Office Address

Name	UNMANNED VEHICLE TECHNOLOGIES, LLC	Principal Office Address	1722 N College Ave Suite D Fayetteville, AR 72703-2640
Type	Limited Liability Company	Charter No.	FL001710214
Domesticity	Foreign	Home State	AR
Registered Agent	REGISTERED AGENTS INC. 117 South Lexington Street Ste 100 Harrisonville, MO 64701	Status	Active
Date Formed	4/9/2025		
Duration	Perpetual		

The information contained on this page is provided as a public service, and may change at any time. The State, its employees, contractors, subcontractors or their employees do not make any warranty, expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed or represent that its use would not infringe on privately-owned rights.

An official website of the United States government Here's how you know

Entity Management Extract Publishing Schedule Change Show Details
Aug 15, 2026

ISR Workspace: Increased Contract Volume Show Details
Jun 26, 2026

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Home Search Data Bank Data Services Help

Search

All Words e.g. 1606N020Q02

Filter By

Keyword Search

For more information on how to use our keyword search, visit our help guide

Simple Search | **Search Editor**

- ◯ Any Words
- ◯ All Words
- ◯ Exact Phrase

e.g. 123456789, Smith Corp

No results found

"Unmanned Vehicle Technologies LLC" ×

Classification

Excluded Individual

Excluded Entity

Entity Name

e.g. ABC Inc

Unmanned Vehicle Technologies ×

Unique Entity ID

e.g. HTYR9YJHK65L

CAGE / NCAGE

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Commission Order # 456-2026

PURCHASE AGREEMENT
FOR
UNMANNED VEHICLE SYSTEMS
BOONE COUNTY SHERIFF'S OFFICE

THIS AGREEMENT, C001174, dated the 10 day of September 2026, is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Unmanned Vehicle Technologies, LLC**, herein "Contractor."

IN CONSIDERATION of the parties' performance of the respective obligations contained herein, the parties agree as follows:

1. ***Contract Documents*** - This agreement shall consist of this Purchase Agreement, the **Sourcewell Cooperative Contract 011223-ONM**, any applicable addenda, and the Contractor's quote, **SO231267,** dated **8/25/2026,** and executed by **Kyle Naliborski** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specifications and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Sourcewell Cooperative Contract and any applicable addenda shall prevail and control over the Contractor's bid response.

2. ***Contract Duration*** - This agreement shall commence on **the date of award and** continue through **March 24, 2027,** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **one (1) additional year** subject to the sourcewell contract renewal. This agreement may be extended beyond the expiration date by order of the County on a month-to-month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.

3. ***Purchase*** - The County agrees to purchase from the Contractor, and the Contractor agrees to supply the County with **DJI Matrice 4T Drones and Equipment** as detailed in the Contractor's quote and in conformity with the contract documents for the prices set forth in the Contractor's bid response.

   Contractor shall provide a "not to exceed" quote that clearly shows correct pricing from the pricing pages contained in the contract or current amendment to the County office placing the order.

4. ***Pricing –*** Pricing will be on a firm, fixed-price basis for the entirety of the contract period.

Product/Service	Unit Price	Units	Extended Price
DJI Matrice 4T	$7,456.55	2	$14,913.10
DJI Matrice 4 Series Battery	$275.00	4	$1,100.00
DJI AL1 Spotlight	$408.50	2	$817.00
DJI AS1 Speaker	$275.00	2	$551.00
DJI Avata 2 Fly More Combo	$1,609.00	1	$1,609.00
DJI FPV Remote Controller 3	$289.00	3	$867.00
DJI Avata 360 Fly More Combo w/RC 2	$999.00	1	$999.00
Shipping	$159.00	1	$159.00
	Total		**$21,832.10**

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5. ***Billing and Payment*** - All billings shall be invoiced in accordance with the contract documents and billings may only include the prices listed in the Contractor's quote, **SO231267**. No additional fees for delivery or extra services not included in the quote or taxes shall be included as additional charges in excess of the charges in the Contractor's quote to the specifications. The County agrees to pay all monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. ***Binding Effect*** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

7. ***Entire Agreement*** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

8. ***Termination*** - This agreement may be terminated by the County upon thirty days' advance written notice for any of the following reasons or under any of the following circumstances:

   a. The County may terminate this agreement due to a material breach of any term or condition of this agreement, or
   b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by the County, or
   c. Termination for convenience shall not relieve the County of its obligation to pay any annual SaaS Subscription Fees already invoiced or accrued for the then-current subscription year., or
   d. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties, through their duly authorized representatives, have executed this agreement on the day and year first above written.

UNMANNED VEHICLE TECHNOLOGIES, LLC

Signed by:
By kyle Naliborski
FB01AE6D3C4B453...

Title Sales Manager

APPROVED AS TO FORM:

DocuSigned by:
7D71DEAEB9D74DD...
County Counselor

BOONE COUNTY, MISSOURI

By: Boone County Commission

Signed by:
kip kendrick
2B83ECDD7F6E4A6...
Presiding Commissioner

ATTEST:

Signed by:
Brianna L. Lennon
242B827B32F14BF...
County Clerk

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AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

Signature	Date	Appropriation Account
DocuSigned by: Kyle Rieman by AN. 8E8FE1148A274E1...	9/3/2026	1251 / 91300 - $1,768.00 1251/23850 - $20,064.10

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STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. The Contractor shall comply with all applicable federal, state, and local laws, and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.

2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.

3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.

4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at the request of the bidder, returned unopened for re-submittal at the new date and time of bid closing.

5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.

6. Do not include Federal Excise Tax or Sales and Use Taxes in the bid process, as the law exempts the County from them.

7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.

8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of a delay, the Contractor must notify the Purchasing Department.

9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.

10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.

11. Prices must be as stated in units of the quantity specified and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.

12. No bid transmitted by fax machine or e-mail will be accepted.

13. The County of Boone, Missouri expressly denies responsibility for or ownership of any item purchased until the same is delivered to the County and is accepted by the County.

14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

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15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules, and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

16. In the event of a discrepancy between a unit price and an extended line-item price, the unit price shall govern.

17. Should an audit of the Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

18. For all bid responses over $25,000, if any manufactured goods or commodities proposed with the bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.

19. Pursuant to Section 34.600 RSMo, for contracts $100,000 and greater, the Contractor/Vendor certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

20. For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.

21. Equipment and serial and model numbers - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

22. All equipment and supplies offered in a quote must be new, of current production, and available for marketing by the manufacturer unless the County clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.

23. The resulting agreement may be extended beyond the expiration date by order of the County on a month-to-month basis if the County cannot re-bid and/or award a new contract before the expiration date.

24. The County as a public governmental body is subject to the Missouri Sunshine Law (Chapter 610 RSMo) and will comply with requests for documents in accordance with that law.

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Unmanned Vehicle Technologies, LLC
1722 N College Avenue, Suite D
Fayetteville, AR 72703

Invoicing Address
Boone County, MO Sheriff's Office, Amy Gerskin
5551 S. Tom Bass Rd.
Columbia MO 65201
United States
+1 573-886-4393

Shipping Address
Boone County, MO Sheriff's Office, Brian Leer
2121 County Drive
Columbia MO 65202
United States
+1 573-875-1111 ext. 6428

Boone County, MO Sheriff's Office, Brian Leer
2121 County Drive
Columbia MO 65202
United States

Quotation # SO231267

Quotation Date	Expiration	Salesperson
08/20/2026	09/30/2026	Kyle Naliborski

DESCRIPTION	QUANTITY	UNIT PRICE	DISC.%	TAXES	AMOUNT
[101-156-1029] DJI Matrice 4T The DJI Matrice 4T is a compact flagship enterprise drone designed to meet the diverse needs of professionals across various industries. Equipped with multiple intelligent sensors, it delivers exceptional imaging capabilities, including a 1/1.3” CMOS 48MP wide-angle camera, a 1/1.3” CMOS 48MP medium telephoto camera, and a 1/1.5” CMOS 48MP telephoto camera, providing clear and stable images with up to 112x hybrid zoom. The Matrice 4T excels in low-light environments thanks to its advanced night mode and intelligent low-light capabilities, ensuring optimal performance during dusk and nighttime operations. Its high-efficiency precision	2.000 Units	7,849.00	5.00	0.0000 %	$ 14,913.10

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mapping features and intelligent operation functions make it an ideal tool for surveying, mapping, construction, and inspections. Some Key Features include: Infrared Thermal Camera: Equipped with a 640 × 512 resolution thermal sensor, the Matrice 4T supports High-Res Mode up to 1280 × 1024 pixels, allowing for detailed thermal imaging essential for inspections and search and rescue operations. NIR Auxiliary Light: The Near-Infrared (NIR) auxiliary light extends illumination up to 100 meters, enhancing visibility in low-light conditions and ensuring clear imagery during nighttime missions. The Matrice 4T's key advantage is its portability. Its compact design allows for quick deployment and easy transportation. 360-degree obstacle sensing and advanced positioning systems ensure enhanced flight safety, providing reliable operation even in complex environments. In the Box: * 1x DJI Matrice 4T * 1x DJI Matrice 4 Series Battery * 1x DJI RC Plus 2 Enterprise * 1x DJI 100W USB-C Power Adapter * 1x DJI Matrice 4 Series Charging Hub * 1x microSD Card * 1x DJI Matrice 4T Gimbal Protector * 1x DJI Cellular Dongle 2 Pry Bar * 3x DJI Matrice 4 Series Propellers * 1x 100W Power Adaptor AC Cable * 1x USB-C to USB-C Data Cable * 1x USB-A to USB-C Data Cable					

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* 1x DJI Matrice 4 Series Storage Case * 1x DJI Matrice 4 Series Storage Case Shoulder Strap The DJI Matrice 4T is a versatile and powerful tool, offering advanced features and comprehensive accessories to support a wide range of professional applications.					
[101-156-1003] DJI Matrice 4 Series Battery The DJI Matrice 4 Series Battery is a high-capacity 99Wh Li-ion 4S battery designed to provide up to 49 minutes of flight time or 42 minutes of hover time for the DJI Matrice 4 series drones. Its robust design ensures long-lasting durability and reliability, making it ideal for demanding industrial applications. The battery features a 6741 mAh capacity and operates within a standard voltage of 14.76 V, with a maximum charging voltage of 17.0 V. It is recommended to charge the battery using the DJI Matrice 4 Series Charging Hub.	4.000 Units	275.00		0.0000 %	$ 1,100.00

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[101-142-1013] DJI Avata 2 Fly More Combo w/Three Batteries Fly farther, faster! Experience the future of FPV with the DJI Avata 2 Fly More Combo (Three Batteries). Perfect for beginners and experts alike, the Avata 2 is built to navigate effortlessly, with DJI's RC Motion 3 providing pilots with more agility than ever before. The immersive DJI Goggles 3 allows crisp, comfortable, and effortless FPV operation. An upgraded 1/1.3-inch image sensor expands the drone's effectiveness during low-light operations. Its sturdy build guarantees resilience against collisions, while the upgraded camera captures stunning 4K visuals. In The Box: 1x DJI Avata 2 1x DJI Goggles 3 1x DJI RC Motion 3 3x DJI Avata 2 Intelligent Flight Battery 4x DJI Avata 2 Propellers (Pair) 16x DJI Avata 2 Propeller Screw 1x DJI Avata 2 Gimbal Protector 1x DJI Goggles 3 Foam Padding 1x DJI Goggles 3 Additional Forehead Pad 1x DJI Goggles 3 -2.0D Corrective Lenses (Pair) 1x USB-C OTG Cable 1x Type-C to Type-C PD Cable	1.000 Units	1,609.00			$ 1,609.00

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[101-138-1207] DJI Matrice 30 Series TB30 Intelligent Flight Battery Explicitly designed to power the Matrice 30 Series drone, the DJI TB30 Intelligent Flight Battery is a 6-cell (6S) Ternary Lithium battery with a maximum capacity of 5880 mAh and a maximum voltage of 26.1 V. With its self-heating ability, the TB30 can perform even in extreme cold. The TB30 battery can only be charged using the DJI BS30 Intelligent Battery Station.	2.000 Units	430.00	5.00		$ 817.00
[SRV-111] Sourcewell Contract - 011223-UNM	1.000 Units	0.00			$ 0.00
UPS Ground	1.000 Units	159.00		0.0000 %	$ 159.00

All quotations are offered in good faith with our most accurate and up to date pricing. Due to the recent implementation of tariffs on many of the items that UVT offers, prices are subject to change without notice. UVT will do everything possible to honor the pricing offered, however price changes associated with additional tariffs will void existing quotations containing affected items. Our team will continuously work to keep our customers informed as soon as possible if any associated orders are affected by these changes.

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Unmanned Vehicle Technologies, LLC
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Fayetteville, AR 72703

Untaxed Amount	$ 21,832.10
Taxes on $ 18,539.10	$ 0.00
Total	**$ 21,832.10**

SALES TAX. Tax is automatically applied to all sales. Tax is calculated based on the Delivery Address and the type of goods and services being sold. Taxes may vary by line item.

Tax exempt? Please let your salesperson know and be prepared to provide your sales tax exemption certificate and W-9.

GOVERNMENT CONTRACTS. Contracts available in all 50 states. Discounts apply to most products.

Sourcewell Contract #: 011223-UNM
TIPS Contract #: 240101

CONFIDENTIALITY. Where applicable by law, the contents of this document are considered legally protected and proprietary and cannot be shared outside of your organization without the express written consent of Unmanned Vehicle Technologies, LLC.

Payment terms: Net 30

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Sourcewell

Solicitation Number: 011223

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Unmanned Vehicle Technologies, LLC, 1722 N. College Ave., Suite D, Fayetteville, AR 72703 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires March 24, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay a 1% administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

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15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.
Minimum Limits:
$2,000,000

4. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's

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security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

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19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing

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regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

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O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

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Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/27/2023 | 2:58 PM CDT

Unmanned Vehicle Technologies, LLC

DocuSigned by:
By: Andrew McKinney
BB77E78580AE4F9...
Andrew McKinney
Title: VP of Sales
Date: 3/28/2023 | 1:07 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 3/28/2023 | 1:12 PM CDT

Docusign Envelope ID: 004B1767-B341-8C9F-8366-36AE0B5941E9

RFP 011223 - Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services

Vendor Details

Company Name:	Unmanned Vehicle Technologies, LLC
Address:	1722 N College Avenue, Suite D Fayetteville, Arkansas 72703
Contact:	Andrew McKinney
Email:	andrew@uvt.us
Phone:	479-595-8010
HST#:	46-5466342

Submission Details

Created On:	Tuesday January 03, 2023 10:29:17
Submitted On:	Thursday January 12, 2023 14:44:49
Submitted By:	Andrew McKinney
Email:	andrew@uvt.us
Transaction #:	6524ede2-4420-4fa2-a25b-f14fabc237a3
Submitter's IP Address:	50.26.116.12

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Unmanned Vehicle Technologies, LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	7WDW4	*
5	Proposer Physical Address:	1722 N College Ave, Suite D Fayetteville, AR 72703	*
6	Proposer website address (or addresses):	www.uvt.us	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Andrew McKinney VP of Sales andrew@uvt.us (479) 332-3703	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Andrew McKinney VP of Sales andrew@uvt.us (479) 332-3703	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Unmanned Vehicle Technologies (UVT) was founded in 2014 with a passion for Public Safety. The three partners, Chris Fink (CEO), Andrew McKinney (VP of Sales), and Matt Rybar (VP of Special Projects), are all current or former Public Safety professionals with a passion for integrating technology to save lives and increase efficiency. We value long-term relationships and are willing to go the extra mile to create meaningful relationships with our customers. The team at UVT places a heavy emphasis on our ability to support the products we sell. We do not just move boxes. UVT has built a reputation for its support with manufacturers, government agencies, and large corporations. Because of this dedication, we often have access to additional contacts, products, and services with each manufacturer. Because of these relationships, we are able to provide two levels of support to streamline requests for all UVT customers.	*
11	What are your company's expectations in the event of an award?	At UVT, we are huge fans of contracts. As a company that prides itself on our service, we often find that providing our customer's contract options improves our success and enables the customer to get all of their needs satisfied [exceeded] and products successfully implemented at a faster pace, with fewer lost sales to the lowest bidder that will not provide the value that we do.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	A letter of good standing from our primary bank is attached. Additional statements and disclosures are available after discussion.	*
13	What is your US market share for the solutions that you are proposing?	15%	*
14	What is your Canadian market share for the solutions that you are proposing?	1%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Distributor/Reseller. a. Authorizations for some of our products, including DJI and Autel, are attached. Additional authorizations will be made available.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	UVT holds various professional licenses from the FAA, ASE, and other skills-based organizations. Additionally, our technicians and sales team members hold manufacturer certifications from DJI, Autel, Brinc, Skydio, Pix4D, NIST, Dronesense and many more that may benefit the customer through this contract.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	DJI recognized UVT in 2021 as the top Public Safety Dealer. Additionally, our team members individually have numerous awards for our efforts in Public Safety.	*
20	What percentage of your sales are to the governmental sector in the past three years	80%	*
21	What percentage of your sales are to the education sector in the past three years	10%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	TIPS - $250,000+ Commonwealth of Kentucky - $100,000 (Expired)	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Pulaski County, AR Sheriff's Office	Captain Mark Swagerty	5015393806	*
Kent County, MI Sheriff's Office	Sergeant Tom Raymond	6162931730	*
Greensboro, NC Fire Department	Chief Chris Susi	3364123902	*
Austin, TX Fire Department	UAS Lead Jason Burnside	3039097914	
Tulsa, OK Fire Department	EMS Officer Gabe Graveline	9188571807	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Kansas State University	Education	Kansas - KS	Provide hardware, support, and sponsorships for various technology related initiatives and programs.	$5,000-$55,000	>$100,000	*
Salinas Police Department	Government	California - CA	Provide hardware, consulting, repairs, and service for Public Safety flight operations.	$1,000-$85,000	>$150,000	*
Forsyth County Sheriff's Office	Government	North Carolina - NC	Provide hardware, software, consulting, repairs, and service for Public Safety flight operations.	$1,000-$30,000	>$100,000	*
City of Austin, TX	Government	Texas - TX	Provide hardware, software, consulting, repairs, and service for Public Safety flight operations.	$1,000-$50,000	>$150,000	*
Pedernales Electric Cooperative	Non-Profit	Texas - TX	Provide hardware, software, consulting, repairs, and service for utility flight operations.	$1,000-$40,000	>$125,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Our team comprises three dedicated, full-time salespeople, management, and seven contract salespeople spread geographically across the US.	*
27	Dealer network or other distribution methods.	We have numerous partners in the industry who often funnel customers to us, such as Draxxon, Dronesense, and MissionGo. UVT is generally the supplier and direct contact for customers to ensure that the process, education, and support meet our standards.	*
28	Service force.	UVT maintains a service center in Fayetteville, AR, with 6 team members. These include a dedicated, certified support specialist and an ASE Master Technician for repairs. Additionally, our vast sales team has an incredible amount of in-the-field knowledge available to assist.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our ordering process is flexible. Our preference is to work with the end-user directly on the purchase to be sure they are getting the correct equipment for their use case. Once a quotation is generated, we are happy to accept POs, Letters of intent, or prepayments via Wire, Check, or Credit Card. From there, the customer will receive confirmation of the order and an expected delivery date. At any point, the customer may log in to our web portal and check the status of their order. Once shipped, the delivery contact will receive an email with tracking information. We have one of the latest cut-off times in the industry of 1700 CST for in-stock orders to ship the same day.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	UVT prides itself and is known in the industry for our support. Our customers don't always work 8-5, so neither should we. Government customers automatically receive our ProLine Support Premium, which includes 24x7x365 phone and email support. Additionally, we work directly with each manufacturer on warranty issues. Our team will evaluate the repair and then route the aircraft to the most efficient and cost-effective avenue for repair. This often eliminates issues for the customer by having one point of contact for questions, billing, and payments.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	UVT is proud to be able to offer Sourcewell as another purchasing avenue for current and prospective customers. In our experience, purchasing contracts offer customers a more efficient and pleasurable experience.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	UVT is happy to offer a new avenue for our friends in Canada. This contract will allow UVT to expand its reach into Canada and consider bringing on additional team members.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	UVT will fully support any and all territories of the US and Canada. It is worth noting that oftentimes our shipments contain Lithium batteries and must be shipped by ground. UVT is HazMat certified for emergencies as well.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	UVT is proud to support all Sourcewell participating entities.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Special shipping rules may be required for some areas.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Social Media: Using the coordinated efforts across all of UVT's marketing social media channels and utilizing the foundation of industry leadership and trust UVT and its brand is renowned for, the company marketing team will engage with potential clients and partners to promote UVT's offered services through Sourcewell's procurement portal. Paid Advertising: Tailored and focused online/offline Google ad campaigns targeting unique industry keywords and using captured form data to identify potential clients and partners. Digital Marketing Collateral: Branded and custom-curated media to bolster UVT's partnership with Sourcewell's procurement opportunities and increase Sourcewells visibility. These informative materials will showcase our company's expertise and capabilities while promoting the extension of our reach and accessibility using Sourcewell's procurement process. Networking: UVT's energetic team of Sales and Field Application Specialists travel the nation using their expertise from thousands of hours in the field operating drone and robotics equipment to educate and train drone teams on the proper implementation, deployment, and support of drone and robotics technology and software as well as instruct on recommended procurement practices. These venues include conferences, seminars, live exercises, geographical partnerships, demonstrations, and more.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Besides word of mouth, UVT's marketing initiatives are driven primarily by digital image advertisements, including copy and keyword research. Hosted by the world's largest internet search engines and coordinated by a team of digital designers to create incredible first impressions for a highly targeted audience of enterprise professionals. Likewise, our social media channels are very active, focused platforms with an average of 4 posts/week, including CTA's, driving engagement to our CRM. Regularly outperforming competitors in reach and engagement despite more extensive access to personnel and resources, our team meets weekly, pivoting where need be and reflecting with monthly and yearly reviews to help target our brand to an ever-changing demographic. The captured data from form fills, event registrations, mailing lists, blog sign-ups, and more are used to identify opportunities for engagement and inform future/current advertising initiatives.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We place high importance on the consultation component of the sale. This process thoroughly explores the desired use cases and expectations, allowing us to make accurate recommendations. During this consultation, we provide multiple purchasing paths, starting with contract vehicles.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	The majority of our products are available through our website, however, we highly recommend a consultation prior to placing an order. For governmental customers and entities that may have extenuating circumstances such as tax exemption, our online procurement system allows them to build out their order and then provide necessary certifications and exemptions to one of our Solutions Specialists. This process takes minutes, as it removes any barriers or hurdles associated with approvals or specific authorizations. This ease of use has helped us work with many government customers over the past several years.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	UVT - ProLine Pre-Flight Service - A complete set-up of all sUAV Equipment. UVT - ProLine Support - TRUE 24/7 Support by phone, e-mail, chat tool, text, and website inquiry. UVT - Turnkey Delivery and Training - Included where applicable, our Turnkey Delivery and Training is unlike any other offering in the industry. UVT has trained representatives that travel to our customers' location and provide full and complete hardware and operational training. No other supplier has as large a national network to offer this delivery and training as UVT.	*
41	Describe any technological advances that your proposed products or services offer.	UVT is able to compile training, equipment, maintenance and repair, and authorizations/certifications into a single vendor, and sometimes a single line item. Many agencies are required to structure their purchases in this fashion, and we are the only entity able to win on those contracts as our organization allows for such organization and flexibility.	*
42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	UVT uses eco-friendly packaging and recycling when available. Additionally, we provide our customers with battery recycling services.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Within the sUAV industry, UVT stands alone as the only supplier and authorized retailer that can offer and assist in maintaining every aspect of a drone program from equipment to training. We are able to source and supply products, process COA's and FAA Authorizations, conduct repairs and maintenance, and train our customers in on all aspects of Safe Operation and Care/Maintenance. It is for this reason that we continue to win contracts as many entities are required to limit their 'drone program' to one line item or vendor. We are able to assist despite all of those regulations.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	UVT-branded item warranties cover products, parts, and labor. Individual manufacturers have specific warranties based on the item but often cover all necessary items.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No. Some manufacturers implement warranty restrictions based on hours and/or charge cycles in addition to the standard term.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Most repairs are performed at our Fayetteville location however, fixed site items such as the DJI Dock will include associated travel expenses.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	UVT will always provide an efficient and cost-effective solution for repairs, whether that be in-house, with the manufacturer, or with a 3rd party that can offer better/faster service.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	This is entirely up to the manufacturer. Depending on the item, UVT may be able to provide these services in-house.	*
51	What are your proposed exchange and return programs and policies?	UVT accepts returns within 7 days of receipt. The item must be unused and in new condition. Our full return policy is available here: https://www.uvt.us/returns	*
52	Describe any service contract options for the items included in your proposal.	Some manufacturers offer extended warranties or protection plans that will be readily available. Additionally, UVT offers Fleet plans that include various service options to simplify the operation and ensure reliability of aircraft.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	UVT offers NET 30 terms to all government and established customers. Payment methods include purchase orders, letters of intent, credit/debit, and wire transfer/ACH.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	UVT is the only robotics distributor in the U.S. to offer an in-house leasing program on multiple brands. Terms are generally 12-36 months and include an option to purchase, renew, or trade equipment at the end of the term.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	A copy of our Terms may be found at the address below. https://www.uvt.us/terms Additionally, we are happy to accept standard PO's, or signed quotes for processing orders, as long as the item and price match and delivery/billing contact information is included.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	UVT does accept p-cards and we do not charge any additional fees.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	

57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Based on prior contract experience, the easiest price methodology is a flat discount broken down by the manufacturer. This industry introduces new products daily, this frequency creates a burden on everyone.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	DJI Enterprise - 5% Autel - 5% Brinc Drones - 2.5% Teal - 2% Parrot - 2% FLIR - 2.5% Skydio - 0% Vantage Robotics - 2.5% Ascent Aerosystems - 2% LifThor - 5% FreeFly - 2.5% PowerVision - 2.5% Micasense - 5% Go Professional Cases - 5% Colorado Drone Chargers - 5% Lume Cube - 5% Hoodman - 5% Tattu - 5% Deep Trekker - 2.5% CZI - 5% Sandisk - 5% Energen - 5% MavMount - 5% Elistair - 2.5% PolarPro - 2.5% UVT-Brand Products - 10% Pix4D - 5% DroneSense - 5% Hardware Leasing - 5%	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	UVT provides Free Shipping for all orders over $150 and free UVT Academy Turnkey Delivery & Training for orders over $25,000.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	UVT regularly sources items we don't typically stock to make a purchase easy for the end user. These items will be passed on at cost.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	At UVT, our priority is to make the acquisition and program development cost on the customer as simple as possible. We don't typically charge any additional fees for our services. Many services, such as inspection, testing, and updating, are included as standard at no charge.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Ground shipment to the 48 contiguous states is free of charge on orders greater than $150.00. Expedited shipments will be billed directly to the end user. Expedited shipments that require HazMat certification will incur an additional fee, and the full shipment cost will be billed to the end user.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Any shipment to Alaska, Hawaii, or Canada that includes batteries will be subject to additional restrictions and fees by the courier. The full shipment cost in these situations will be billed to the end user. Any duties or tariffs for shipments to Canada will be billed to the end user.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We work with several couriers to offer the best delivery method for each order. We also accept pickups from any courier if an end-user would prefer to make their own delivery arrangements for their order.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	d. other than what the Proposer typically offers (please describe).	UVT has worked with its distributors to arrange special pricing for this contract. Additional free services for this contract include 24x7 support, free shipping, and our System Setup & Testing service on each system to ensure all items are ready-to-use.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We use a system that creates automatic activities for our Operations Team to ensure each sale won from this contract is put into our Sourcewell account at the end of each month. As long as each sale references Sourcewell in the PO or quote, our administrative fees owed to Sourcewell will be automatically calculated. Any sales not found in Sourcewell will be rectified by the end of each month. Upon renewing the contract each term, we will double-check our pricing catalog, and on each sale, our Sales Team will adhere to the required pricing, if any.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	On each sale, we will have a line item that lists the Sourcewell Contract, which can be used for sales reporting. Reports can be generated on demand or at regular intervals and provided to the Sourcewell team for verification.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	UVT typically pays a 1% fee for contract services.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	UVT offers all things unmanned. From the air, water, and ground-based, we specialize in robotics. We offer solutions from top manufacturers around the world, like DJI, Autel, Ghost Robotics, Skydio, Dronesense, Parrot, Teal, Brinc, and many more. Additionally, we listen to customer feedback and provide custom solutions to meet our customer's challenges. We feel that our laser-focus on this specific technology gives us a leg up on our big box competitors.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Hardware (Sales & Leasing) - Aircraft - Accessories/Batteries - Water-Based Hardware - Ground-Based Hardware Software Maintenance/Service Training Pilot Services	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Aerial Vehicles (tethered and non-tethered)	(•) Yes ( ) No	Yes, including many different options for each.	*
72	Surface and subsurface water vehicles	(•) Yes ( ) No	Yes, we work with several manufacturers of water-based vehicles.	*
73	Technology, software, accessories and attachments related to the offering of the solutions described in #71-72 above	(•) Yes ( ) No	Dronesense, Pix4D, Skyebrowse, all available through UVT.	*
74	Training, certification, licensure and services related to the offering of the solutions described in #71-72 above	(•) Yes ( ) No	We offer numerous training initiatives both in-house, and from the top companies in the industry.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Sourcewell_Pricing_UVT.xlsx - Thursday January 12, 2023 14:13:08
- Financial Strength and Stability - Arvest_Bank_UVT_Reference_Letter_2023.01.06.pdf - Tuesday January 10, 2023 13:39:19
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples - Quotation - SO208098.pdf - Thursday January 12, 2023 14:17:18
- Upload Additional Document - DJI_Dealer_Certificate_UVT.pdf - Thursday January 12, 2023 14:14:23

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Andrew McKinney, VP of Sales, Unmanned Vehicle Technologies, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

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AMENDMENT #1
TO
CONTRACT # 011223-UNM

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Unmanned Vehicle Technologies, LLC** (Supplier).

Sourcewell awarded a contract to Supplier to provide Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services to Sourcewell and its Participating Entities, effective March 28, 2023, through March 24, 2027 (Contract).

NOW, THEREFORE, the parties wish to amend the Contract as follows:

Section 18. Insurance–Subsection A. Requirements– Item 2. Commercial General Liability Insurance of the Contract is deleted in its entirety and replaced with:

> 2. *Commercial General Liability Insurance*. Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, and blanket contractual liability. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
>
> Minimum Limits:
> $1,000,000 each occurrence Bodily Injury and Property Damage
> $2,000,000 aggregate for products liability-completed operations
> $2,000,000 general aggregate

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz, Chief Procurement Officer

Date: 5/29/2025 | 8:03 PM CDT

Unmanned Vehicle Technologies, LLC

DocuSigned by:
Chris Fink
A0AC818A952A4D8...

By: _____

Chris Fink, CEO

Date: 5/30/2025 | 3:00 PM PDT

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AMENDMENT #1
TO
CONTRACT # 011223-UNM

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Unmanned Vehicle Technologies, LLC** (Supplier).

Sourcewell awarded a contract (011223-UNM) to Supplier to provide Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services (Contract).

Supplier requests to update the Contract.

NOW, THEREFORE, the parties amend the Contract as follows:

The Response in Line 58 of Table 11: Pricing and Delivery, is deleted in its entirety and replaced with:

Discounts by brand, see the price list.

Except as amended, the Contract remains in full force and effect.

Sou Signed by: Jeremy Schwartz C0FD2A139D06489...

By: _____

Jeremy Schwartz
Chief Operating and Procurement Officer

Date: 12/23/2025 | 6:50 PM CST

Unr Signed by: Kyle Naliborski 1A85FB1807524A2... **hnologies, LLC**

By: _____

Kyle Naliborski
Sales Manager, Commercial

Date: 12/23/2025 | 3:49 PM PST

Docusign Envelope ID: 004B1767-B341-8C9F-8366-36AE0B5941E9

AMENDMENT #2
TO
CONTRACT # 011223-UNM

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Unmanned Vehicle Technologies, LLC** (Supplier).

Sourcewell awarded a contract (011223-UNM) to Supplier to provide Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services (Contract).

Supplier requests to update the Contract.

NOW, THEREFORE, the parties amend the Contract as follows:

1. Supplier's response to Proposal Line 40 of Table 8: Value-Added Attributes, is deleted in its entirety and replaced with:

> UVT pre-flight, UVT support premium & turnkey delivery & training will all be addressed on the sales quotation where applicable. These will be offered on a case-by-case basis.

2. Supplier's response to Proposal Line 59 of Table 11: Pricing and Delivery, is deleted in its entirety and replaced with:

> None

3. Supplier's response to Proposal Line 62 of Table 11: Pricing and Delivery, is deleted in its entirety and replaced with:

> Ground shipping on all orders, regardless of cost, will now incur actual shipping costs.

4. Supplier's response to Proposal Line 65 of Table 12: Pricing Offered, is deleted in its entirety and replaced with:

> UVT has worked with its distributors to arrange special pricing for this contract. Free services, such as UVT pre-flight, UVT support premium & turnkey delivery & training, will continue to be offered where applicable, as addressed in the sales quotation.

Except as amended, the Contract remains in full force and effect.

Sou Signed by: Jeremy Schwartz C0FD2A139D06489...

By: _____

Jeremy Schwartz
Chief Operating and Procurement Officer

Date: 1/16/2026 | 10:04 AM CST

Unm Signed by: 82ED7B7AAF3C409... **echnologies, LLC**

By: _____

Kyle Naliborski
Sales Manager, Commercial

Date: 1/16/2026 | 10:39 AM CST

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RFP #011223
REQUEST FOR PROPOSALS
for
Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services

Proposal Due Date: January 12, 2023, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 12, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	November 17, 2022
Pre-proposal Conference:	December 8, 2022, 10:00 a.m., Central Time
Question Submission Deadline:	January 4, 2023, 4:30 p.m., Central Time
Proposal Due Date:	**January 12, 2023**, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	January 12, 2023, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

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I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities[1];
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

[1] Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

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entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

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B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services, intended for aerial and water use in public safety, external infrastructure inspection, agriculture, and surveying applications, including:

a. Aerial vehicles (tethered and non-tethered);
b. Surface and subsurface water vehicles; and,
c. Technology, software, accessories, attachments, training, certification, licensure, and services related to the offering of the solutions described in Sections 1. a. – b. above.

Proposers may include related equipment, accessories, and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed.

2. The primary focus of this solicitation is on Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services for the applications described above. This solicitation should NOT be construed to include underground infrastructure inspection equipment, unmanned or remotely operated transportation or land-based vehicles, or services-only solutions.

3. This solicitation does not include those equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in contracts currently maintained by Sourcewell, identified below:

a. Technology Catalog Solutions (RFP #081419);
b. Firefighting Equipment and Rescue Tools with Related Supplies and Accessories (RFP #040220);
c. Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories (RFP #010721);
d. Facility Security Systems, Equipment, and Software with Related Services (RFP #030421);
e. Public Safety Communications Technology and Hardware Solutions (RFP #042021);
f. Public Safety Software (RFP #051321);
g. Public Utility Equipment with Related Accessories and Supplies (RFP #110421);
h. Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services (RFP #120721); and,
i. Law Enforcement Equipment (RFP #090122).

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Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one-year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

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E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD $30 million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

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III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
   a. **Line-item Pricing** is pricing based on each individual product or services**.** Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
   b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict

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Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.
Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

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C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

i) make any required adjustments to its proposal;
ii) acknowledge the addenda; and
iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

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To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to “All” or “Closed.” The solicitation status will automatically change to “Closed” after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and

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price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
  - A comprehensive selection of the requested equipment, products, or services;
  - A sales and service network ensuring availability and coverage for Participating Entities' use; and
  - Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	**1000**

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O.

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Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of $20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and

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- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.

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Sourcewell contract 011223-UNM			
Product Name	***Description***	***Units***	***Discount***
ACSL	UAS Hardware	Each	5.00%
Aerialtronics	UAS Hardware	Each	5.00%
Airspacelink	UAS Software	Each	2.00%
Airwise	UAS Software	Each	5.00%
Anzu Robotics	Enterprise Hardware and Software	Each	5.00%
Autel Robotics	UAS Hardware	Each	5.00%
AVSS	UAS Parachutes/Accessories	Each	0.00%
Bluevec Technologies	C-UAS Hardware/Solutions	Each	5.00%
Canadian UAV	UAS Hardware	Each	2.00%
Censys Technologies	UAS Hardware	Each	5.00%
Colorado Drone Chargers	Rapid Battery Charger	Each	5.00%
Centinus	UAS Software	Each	2.00%
CZI	UAS Hardware/ Accessories	Each	5.00%
DJI	Consumer Hardware	Each	0.00%
DJI	Enterprise Hardware and Software	Each	5.00%
Draxxon	Command Centers/Antenna Hardw	Each	2.00%
DroneDeploy	Photogrammetry Software	Each	5.00%
DroneSense	Software	Each	5.00%
DroneShield	UAS Detection Technology	Each	2.00%
DroneTag	Remote ID	Each	5.00%
DroneVolt	UAS Hardware	Each	5.00%
Elistair	UAS Tether Systems	Each	5.00%
Emlid	GNSS Equipment	Each	5.00%
Energen	UAS Chargers	Each	5.00%
Event38	UAS Hardware	Each	5.00%
JZ Drones	UAS Hardware/ Accessories	Each	5.00%
Firehouse Technologies	UAS Lighting/Accessories	Each	0.00%
First iZ	UAS Hardware	Each	5.00%
Flytbase	Autonomous Drone Software	Each	5.00%
FreeFly Systems	UAS Hardware	Each	5.00%
GeoCue	Lidar Sensors	Each	5.00%

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Go Professional Cases	Rugged Cases	Each	5.00%
Hardware Leasing	Enterprise Hardware Leasing	Each	5.00%
Hextronics	UAS Hardware	Each	5.00%
Hoodman	Landing Pads	Each	5.00%
Inspired Flight Technologies	UAS Hardware	Each	5.00%
Iris Automation	UAS Detection Technology	Each	5.00%
JZ Drones	UAS Hardware/ Accessories	Each	5.00%
Lume Cube	Professional Lighting for UAS	Each	5.00%
MatrixSpace	UAS Detection Technology	Each	2.00%
MavMount	Tablet Adapters for UAS Remotes	Each	5.00%
MicaSense	Multispectral Sensors	Each	5.00%
Nanuk	Hard Cases	Each	5.00%
Parrot	UAS Hardware	Each	0.00%
Phoenix LiDAR Systems	LiDAR Hardware/Software	Each	5.00%
Pix4D	Software	Each	5.00%
PolarPro	UAS Filters	Each	5.00%
PowerVision	Water Unmanned Systems	Each	5.00%
RaDEcO Inc	Terrestrial Robotic Hardware	Each	2.00%
RAVPower	Battery Bank/Power Bank	Each	5.00%
RedCat (akaTeal Drones)	UAS Hardware	Each	5.00%
Sentrycs	CUAS Hardware	Each	2.00%
Sony	UAS Hardware	Each	5.00%
SPH Engineering	UAS Hardware/Software	Each	5.00%
SwellPro	UAS Hardware	Each	5.00%
Tattu	UAS Batteries	Each	5.00%
Teledyne FLIR	Hardware & Software	Each	5.00%
TerraSolid	Software	Each	5.00%
TRED Robotics	Tactical Ground Robot	Each	5.00%
Truckvault	Custom Vehicle Storage	Each	5.00%
Tundra Drones	UAS Lighting/Accessories	Each	5.00%
UAS Sentry	UAS Detection Technology	Each	5.00%
uAvionix	Remote ID	Each	5.00%
UVT-Brand Products	Various Parts & Custom Products	Each	10.00%

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Vantage Robotics	UAS Hardware	Each	5.00%
Votix	UAS Software	Each	5.00%
Wingtra	UAS Hardware	Each	5.00%
Yuneec	UAS Hardware	Each	5.00%

457 -2026

September Session of the July Adjourned Term 20 26

10th Day of September 2026

Now on this day, the County Commission of the County of Boone does hereby approve the attached list detailing the vehicle disposal for the Boone County Sheriff's Office.

Done this 10th day of September, 2026.

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

Brianna L. Lennon SEO
Brianna L. Lennon
Clerk of the County Commission

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

5551 S. Tom Bass Road
Columbia, MO 65201
Phone: (573) 886-4391

TO: Boone County Commission

FROM: Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

DATE: September 3, 2026

RE: Sheriff Vehicle Surplus Disposal

The Sheriff's Office requests commission approval for disposal of the following surplus vehicles.

AUCTION THROUGH MISSOURI AUTO AUCTION				
Year	**Description**	**Approximate Mileage**	**VIN #**	**Condition**
2021	Ford Police Interceptor (24852)	118,353	1FM5K8ABXLGC93167	End of useful service life
2020	Ford Explorer (24370)	113,525	1FM5K8ABXLGC52536	End of useful service life, has mechanical problems
2021	Ford Explorer (24369)	127,898	1FM5K8AB8LGC52536	End of useful service life
2019	Ford Explorer (23131)	134,471	1FM5K8AR5KGA12159	End of useful service life
TRANSFER TO FACILITIES MANAGEMENT				
Year	**Description**	**Approximate Mileage**	**VIN #**	**Condition**
2020	Ford Police Interceptor (24373)	116,746	1FM5K8AB1LGC93168	End of useful service life

cc: Disposal File; Chad Martin, Major Gary German, Leasa Quick, Sheriff; Jody Moore, Facilities, Robert Sapp, R&B; Travis Fast, HR; Jacob Flowers, Auditor

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 8/26/26 Fixed Asset Tag Number: 24373

Description of Asset: 2020 Ford Police Interceptor

Requested Means of Disposal: ☒ Sell ☐ Trade-In ☐ Recycle/Trash ☐ Other, Explain: ~~Missouri Auto~~ Auction

transfer to FM

Other Information (Serial number, etc.): VIN = 1FM5K8AB1LGC93168, Miles = 116,746

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BOONE COUNTY AUDITOR

Condition of Asset: Used Reason for Disposition: End of useful service life

Location of Asset: BCSO Annex

Was asset purchased with grant funding? ☐ YES ☒ NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? ☐ YES ☐ NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1251 Sheriff Signature _____

To be Completed by: AUDITOR

Original Acquisition Date 10/26/20 G/L Account for Proceeds 2900-3835 F

Original Acquisition Amount 35,105.00

Original Funding Source 2787

Account Group 1605

To be Completed by: PURCHASING

Approved Disposal Method:

Sale: ☐ Auction ☐ Gov Deals ☐ Trade-In – Contract#_____

☐ Electronic Recycling ☐ Metal Recycling ☐ Trash

☐ Vendor Warranty Replacement ☐ Other – Explain_____

☒ Transfer Office Number_____ Location Facilities Management

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Commission Order Number 457-2026

Date Approved 09.10.2026

"S:\all\AUDITOR\Accounting Forms\Fixed Asset Disposal 2026.docx"
Revised May 2026

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 8/26/26 Fixed Asset Tag Number: 24852

Description of Asset: 2021 Ford Police Interceptor

Requested Means of Disposal: ☒Sell ☐Trade-In ☐Recycle/Trash ☐Other, Explain: Missouri Auto Auction

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Other Information (Serial number, etc.): VIN = 1FM5K8AB7MGB83601, Miles = 118,353

Condition of Asset: Used Reason for Disposition: End of useful service life

Location of Asset: BCSO Annex

Was asset purchased with grant funding? ☐YES ☒NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? ☐YES ☐NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1251 Sheriff Signature _____

To be Completed by: AUDITOR

Original Acquisition Date 9/27/21 G/L Account for Proceeds 2900-3835 F

Original Acquisition Amount 36,442.00

Original Funding Source 2787

Account Group 1605

To be Completed by: PURCHASING

Approved Disposal Method:

Sale: ☑ Auction ☐ Gov Deals ☐ Trade-In – Contract#_____

no Auto Auction

☐ Electronic Recycling ☐ Metal Recycling ☐ Trash

☐ Vendor Warranty Replacement ☐ Other – Explain_____

☐ Transfer Office Number_____ Location_____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Commission Order Number 457.2026

Date Approved 09.10.2026

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

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BOONE COUNTY AUDITOR

Date: 08/20/2026 Fixed Asset Tag Number: 24370

Description of Asset: 2020 Ford Explorer

Requested Means of Disposal: ☒Sell ☐Trade-In ☐Recycle/Trash ☐Other, Explain: Missouri Auto Auction

Other Information (Serial number, etc.): 1FM5K8ABXLGC52537, 113525 miles

Condition of Asset: USED Reason for Disposition: End of useful service life, has mechanical Problems

Location of Asset: BCSO Annex

Was asset purchased with grant funding? ☐YES ☒NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? ☐YES ☐NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1251 Sheriff Signature _____

To be Completed by: AUDITOR

Original Acquisition Date 7/27/20 G/L Account for Proceeds 2900-3835-5

Original Acquisition Amount 35,105.00

Original Funding Source 2787

Account Group 1605

To be Completed by: PURCHASING

Approved Disposal Method:

Sale: ☒ Auction ☐ Gov Deals ☐ Trade-In – Contract#_____

No Ark Auction

☐ Electronic Recycling ☐ Metal Recycling ☐ Trash

☐ Vendor Warranty Replacement ☐ Other – Explain_____

☐ Transfer Office Number_____ Location_____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Commission Order Number 457-2026

Date Approved 09.10.2026

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 08/20/2026 Fixed Asset Tag Number: 24369

Description of Asset: 2021 Ford Explorer

Requested Means of Disposal: ☒Sell ☐Trade-In ☐Recycle/Trash ☐Other, Explain: Missouri Auto Auction

Other Information (Serial number, etc.): 1FM5K8AB8LGC52536, 127898 miles

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BOONE COUNTY AUDITOR

Condition of Asset: USED Reason for Disposition: End of useful service life

Location of Asset: BCSO Annex

Was asset purchased with grant funding? ☐YES ☒NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? ☐YES ☐NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1251 Sheriff Signature _____

To be Completed by: AUDITOR

Original Acquisition Date 7/27/20 G/L Account for Proceeds 2900-3835 F

Original Acquisition Amount 35,105.00

Original Funding Source 2787

Account Group 1605

To be Completed by: PURCHASING

Approved Disposal Method:

Sale: ☒ Auction ☐ Gov Deals ☐ Trade-In – Contract#_____

No Auto Auction

☐ Electronic Recycling ☐ Metal Recycling ☐ Trash

☐ Vendor Warranty Replacement ☐ Other – Explain_____

☐ Transfer Office Number_____ Location_____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Commission Order Number 457-2026

Date Approved 09.10-2026

Signature Brianna L Lennon SEV

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Revised May 2026

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 08/20/2026 Fixed Asset Tag Number: 23131

Description of Asset: 2019 Ford Explorer

Requested Means of Disposal: ☒Sell ☐Trade-In ☐Recycle/Trash ☐Other, Explain: Missouri Auto Auction

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BOONE COUNTY AUDITOR

Other Information (Serial number, etc.): 1FM5K8AR5KGA12159, 134471 miles

Condition of Asset: USED Reason for Disposition: End of useful service life

Location of Asset: BCSO Annex

Was asset purchased with grant funding? ☐YES ☒NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? ☐YES ☐NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1251 Sheriff Signature _____

To be Completed by: AUDITOR

Original Acquisition Date 12/21/18 G/L Account for Proceeds 2900-3835-F

Original Acquisition Amount 30,451.00

Original Funding Source 2787

Account Group 1605

To be Completed by: PURCHASING

Approved Disposal Method:

Sale: ☒ Auction (no Arb Auction) ☐ Gov Deals ☐ Trade-In – Contract#_____

☐ Electronic Recycling ☐ Metal Recycling ☐ Trash

☐ Vendor Warranty Replacement ☐ Other – Explain_____

☐ Transfer Office Number_____ Location_____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Commission Order Number 457-2026

Date Approved 09.10.2026

458-2026

September Session of the July Adjourned Term 20 26

10th Day of September 20 26

Now on this day, the County Commission of the County of Boone does hereby approve Change Order #3 in connection with the Salt Storage Facility Improvement project. The terms of the Change Order are attached, and Commissioner Thompson as Liaison Commissioner for this project and Director Greg Edington are authorized to sign the same.

Done this 10th day of September, 2026.

Kip Kendrick
Presiding Commissioner

ATTEST:

Brianna L Lennon SEO
Brianna L. Lennon
Clerk of the County Commission

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

CHANGE ORDER

PROJECT:
Salt Storage Facility Improvements at
Boone County Road & Bridge Facility on Tom Bass Road, Bid Number 32-11DEC25

CHANGE ORDER NUMBER: **03**

DATE OF ISSUANCE: 7/3/2026
CONTRACT DATE: 1/22/2026

PWA PROJECT NUMBER: 202501.01

OWNER:
Boone County Commission
Boone County Government Center
801 E. Walnut, Rm 333
Columbia, MO 65201-7732

TO CONTRACTOR:
Professional Contractors & Engineers, Inc.
5900-C North Tower Dr.
Columbia, MO 65202

ARCHITECT:
PWArchitects, Inc.
2120 Forum Blvd., Ste. 101
Columbia, MO 65203

Change Order Number 03:

The Contract is changed as follows:

Add additional structural steel repairs to the project, to include the following:

- Proposal #3, dated July 1, 2026 in the amount of $5,400.00, consistent with the identified repairs. **This proposal includes only the steel wall girt repairs and modifications designated as Items #1 & #2 in RFP #2, which were not included in the previous Change Order #2 related to the other structural steel repairs. The other repairs indicated in RFP #2 were previously addressed in Proposal #2 and Change Order #2.**
- Refer to RFP #2, dated May 8, 2026, and including the revised Sheet S200 with the Structural Engineer's markups documenting the additional work.
- Refer to Change Order #2 for an email from the Contractor dated May 6, 2026 with photographs and sketches showing many of the conditions included in the repairs.

Except as indicated above, this Change Order represents the maximum total amount that is authorized to complete the work indicated. Where any condition exists that will cause expenditure in excess of the cost authorized the Contractor will notify the Owner's Representative immediately for instructions.

The attached Proposal #3 from Professional Contractors & Engineers dated July 1, 2026 represents costs based on the scope identified on the attached drawings along with field observations and measurements.

The Contract Time is extended by 19 additional days for this additional work.

The work included in this proposal is consistent with the established project Unit Price of $90 / lineal foot for this work: $90.00 LF x 60 LF (actual quantity required to be replaced) = $5,400.00.

During construction in the existing Road & Bridge Salt Storage building, additional locations of structural steel deterioration were identified by the Contractor in the course of their repainting work. Some of these were anticipated for and accounted for by the Design Team in the bidding and contract documents. However, other conditions of significant structural steel deterioration were found in locations that were previously unobservable and inaccessible to the Design Team along the existing West walls of the Salt Storage area (Room #101 on the drawings). Photographs of these conditions are attached to Change Order #2 and are not attached to this Change Order. The Structural Engineer has personally visited the site, viewed these conditions, and designed the necessary repairs included in the RFP #2 document which was attached to Change Order #2 and is not attached to this Change Order.

The Certified Copy of Order related to this Change is attached following this cover sheet.

Not valid until signed by the Owner, Architect and Contractor.

(Continued on next page)

The original Contract Sum was	$ 617,000.00
Net change by previously authorized Change Orders	$ 20,405.36
The Contract Sum prior to this Change Order was	$ 637,405.36
The Contract Sum will be increased/~~decreased~~ by this Change Order in the amount of	$ 5,400.00
The new Contract Sum including this Change Order will be	$ 642,805.36
The Original Contract Time for the project was	154 days
Contract Period for Construction is Increased/~~Decreased~~ by	19 days
New Contract Period for New Building and Site	173 days
Contract Completion Date is	July 22, 2026

ARCHITECT
Architect's Agent
Erik Miller, AIA, CDT
Principal, PWArchitects, Inc.

BY _____

DATE July 3, 2026

CONTRACTOR
Professional Contractors & Engineers, Inc.
Brian Dennison, Project Manager

BY _____

DATE 7/3/26

OWNER
Boone County, Missouri
Janet M. Thompson
District II Commissioner

BY _____

DATE _____

OWNER'S REPRESENTATIVE
Boone County Road & Bridge
Greg Edington
Director

BY _____

DATE 9/3/2026

APCE CONSTRUCTION

5900-C NORTH TOWER DR
COLUMBIA, MO 65202
Ph : (573) 442-1113

Change Request

To: PWARCHITECTS
2120 FORUM BLVD
Suite 101
Columbia, MO 65203
Ph: (573)449-2683 Fax: (573)442-6213

Number: 3
Date: 7/1/26
Job: 26-2847 Boone Co Salt Storage Facility

Description: Additional Girt Replacement

Reason: Change In Scope

We are pleased to offer the following specifications and pricing to make the following changes:

Additional 60 lnft of girt replacement beyond original allowance.
90$ per lnft

2 1/2 week time extension
Revised Contract Completion date: July 22, 2026

Item	Description	Vendor	Labor	Material	Equipment	Subcontract	Other	Price
	STRUCTURAL ERECTION	A & H STEEL LLC				5,400.00		5,400.00
							Subtotal:	$5,400.00
							Total:	**$5,400.00**

If you have any questions, please contact me at .

Submitted by: BRIAN DENNISON

Approved by: _____
Date: _____

PROPOSAL REQUEST

PROJECT:
Salt Storage Facility Improvements at
Boone County Road & Bridge Facility on Tom Bass Road
Bid No. 32-11DEC25

RFP NUMBER: **002**

DATE OF ISSUANCE: 05/08/2026

OWNER:
Boone County Commission

PWA PROJECT NUMBER: 202501.01

TO CONTRACTOR:
Wade Horn, Brian Dennison, & Clayton Gause
PCE Construction, Inc.
5900-C N. Tower Drive
Columbia, MO 65202

ARCHITECT:
Erik Miller, AIA, CDT
PWArchitects, Inc.
2120 Forum Blvd. Suite 101
Columbia, Missouri 65203

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within 10 business days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS. AN OFFICIAL CHANGE ORDER WILL FOLLOW AFTER THIS REQUEST HAS BEEN RESPONDED TO.

Description:
Contractor shall provide pricing for:

Please provide pricing for the additional structural steel modifications indicated in the attached document. These modifications are intended to address discovery items identified by the Contractor on 5/1/2026 during their steel blast cleaning and general preparation work. These items were not previously known to the Design Team nor were they observable due to their locations.

The proposed structural modifications may be generally described as follows:

1. Northwest Exterior Wall at Salt Storage #101 – Steel Wall Girt Replacement:
   Multiple existing steel wall girts along this wall were found to have a significant amount of deterioration after the blast cleaning prep work for the new paint system by the painting subcontractor and must be replaced. This was generally anticipated by the bidding documents, although the Design Team was not certain of exact locations where this may be encountered. Please identify the exact locations and quantities for these items to be replaced and confirm whether this additional work will extend beyond the allowance of 850 lineal feet for steel wall girt replacement included in the base bid for this project. If the quantity exceeds this amount, please submit pricing in accordance with the established Unit Prices for this project.
2. Northwest Exterior Wall at Salt Storage #101 – Reinforce Existing / New Steel Wall Girts at Existing X-Bracing:
   New steel wall girt replacements in this area are required to be notched and reinforced with steel angles due to the presence of existing steel rod X-Bracing, which is required to remain in place for structural reasons. Details addressing this are provided in the attached document.
3. West Exterior Walls at Material Delivery Area Entry at Salt Storage #101 – Steel Deterioration Repairs:
   Additional conditions of existing steel deterioration were discovered in this general area at existing steel columns and at connection points of the existing steel girts to the existing concrete walls. These appear to be due to general corrosion and deterioration that was not previously visible until the steel blast cleaning work was undertaken. Details addressing this are provided in the attached document.

(continued on next page)

4. Southwest Exterior Wall at Salt Storage #101 – Steel Deterioration Repairs at Column Bases: The bases of two existing steel columns in this area were discovered during blast cleaning to be completely missing due to general corrosion and deterioration. Deterioration at this location was not previously known due to this location being unobservable by the Design Team. Details addressing this are provided in the attached document.

This RFP is requested for the Owner's consideration as a combination of optional extra work and necessary work that would benefit the Owner while the Contractor is available on-site performing similar work.

Attachments: **Revised Sheet S200 with Markups from Structural Engineer.**

By: Dylan Powell, AIA
PWArchitects, Inc. (PWA)


3 ADDITIONAL GIRTS
REPLACED (60 lnft)
20'

A&H Steel LLC

PO Box 386
Ashland, MO 65010

573.488.4090 phone
573.488.4091 fax
www.a-hsteel.com

Date: July 1, 2026

Project Name: Boone County Salt Storage

Attention: Brian Dennison
PCE, Inc.

Proposal Request #2: Additional Girts
This proposal includes labor and equipment to replace additional girts not shown on the drawings for the sum of $5,039.04.

Breakdown:
Journeyman: 32hrs.@$124.97= $3,999.04
65' JGL Boom Lift:16hrs.@$65.00= $1,040.00
Total: $5,039.04

Note:
-Same exclusions and qualifications as original bid proposal apply to this Proposal.

459-2026

September Session of the July Adjourned Term 2026

10th Day of September 2026

Now on this day, the County Commission of the County of Boone does hereby enter into the record the proclamation on Patriot Day 2026 in Remembrance on the 25th Anniversary of 9/11/01.

Done this 10th day of September, 2026.

Kip Kendrick
Presiding Commissioner

ATTEST:

Brianna L. Lennon
Clerk of the County Commission

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

Proclamation on Patriot Day 2026
In Remembrance on the 25th Anniversary of 9/11/01

Whereas, on September 11, 2001, the American people endured a devastating terrorist attack, the deadliest ever launched against the United States on our soil; and

Whereas, after hijacking four civilian airplanes, terrorists crashed two into the World Trade Center in New York City; one into the Pentagon outside of Washington, DC.; and one into a field in Somerset County, Pennsylvania, costing nearly 3,000 innocent souls their lives; and

Whereas, on this, the 25th anniversary of that fateful day, we remember and honor all of those whose lives were lost to a senseless act of hatred, from innocents who were simply going about what had begun as a seemingly ordinary day, to those who, in the aftermath of the attacks, sacrificed themselves by rushing into the destruction to carry others to safety; and

Whereas, we also recognize and honor those who, in response to this tragedy, put their own lives and safety at risk to help in the rescue, recovery, and rebuilding efforts, including our fellow Boone Countians who were members of Missouri Task Force One at the time; and

Whereas, in the days, weeks, months, and years that followed, the American people have continued to show a depth of strength, courage, and compassion proving that we will not stand idle when confronted by those determined to threaten our lives and freedom; and

Whereas, by a joint resolution approved December 18, 2001, Congress designated September 11 of each year as "Patriot Day" and, by the Serve America Act passed on April 21, 2009, Congress designated September 11 as an annually recognized "National Day of Service and Remembrance," both fitting ways to pay tribute to the strength and resilience of the American people through service to our nation and our communities; and

Whereas, this solemn day is an opportunity for all Americans to reflect and remember that, through an attack meant to divide, we instead united as one nation, one family, to mourn, to support, to rebuild, and to stand strong in the face of common enemies.

Therefore, the Boone County Commission does hereby honor those who lost their lives in the terrorist attacks on September 11, 2001, and encourage all fellow Americans to recognize Patriot Day 2026 as a National Day of Service and Remembrance by honoring the legacy of the heroes of 9/11/01 through acts of service and compassion.

IN TESTIMONY WHEREOF, this 10th day of September, 2026.

COUNTY OF BOONE MISSOURI

ATTEST:

Brianna L. Lennon, County Clerk

Kip Kendrick, Presiding Commissioner

Justin Aldred, District I Commissioner

Janet M. Thompson, District II Commissioner