



STATE OF ARKANSAS
OFFICE OF STATE PROCUREMENT
1509 West 7th Street, Room 300
Little Rock, Arkansas 72201-4222

INVITATION FOR BID

BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	SP-19-0030	Draft Solicitation Issued:	11/02/2018
Description:	Copiers, Printers, Managed Print Services, and Related Equipment		
Agency:	Statewide		

SUBMISSION DEADLINE FOR RESPONSE	
Draft Questions Due:	11/16/2018
Deliver bid submissions for this Invitation For Bid to the Office of State Procurement on or before the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors to submit bids at the designated location on or before the bid opening date and time. Bids received after the designated bid opening date and time may be considered late and may be returned to the Prospective Contractor without further review. It is not necessary to return "no bids" to OSP.	

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	Office of State Procurement 1509 West 7 th Street, Room 300 Little Rock, AR 72201-4222 Delivery providers, USPS, UPS, and FedEx deliver mail to OSP's street address on a schedule determined by each individual provider. These providers will deliver to OSP based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.
Bid's Outer Packaging:	Seal outer packaging and properly mark with the following information. If outer packaging of bid submission is not properly marked, the package may be opened for bid identification purposes. <ul style="list-style-type: none">• Bid number• Date and time of bid opening• Prospective Contractor's name and return address

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OSP Buyer:	Timothy F. Hicks	Buyer's Direct Phone Number:	501-682-4112
Email Address:	Timothyf.hicks@dfa.arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx		

NOTICE TO PROSPECTIVE CONTRACTORS

THE RELEASE OF THIS **DRAFT IFB SERVES AS AN “INTENT TO POST”**

Due to the magnitude of scope for this solicitation and its specifications, the Office of State Procurement posts this **Draft** Solicitation in advance of the official posting of the final Solicitation for SP-19-0030 to provide Prospective Contractors ample time to prepare bid responses.

Because OSP expects this **Draft** Solicitation to substantially mirror the final, official Solicitation, Prospective Contractors may utilize this Draft Solicitation to begin compiling their bid response; however, a Prospective Contractor's final bid submission ***must be based solely on the final, official IFB solicitation document*** which is anticipated to be formally issued around 12/14/2018. Any “Questions and Answers” documents, Addendum documents, or other documents produced and posted under this Draft to be incorporated into the official solicitation will be incorporated into the official IFB solicitation that is formally issued and posted as such. **The formally issued solicitation document will be the final expression of the Solicitation, completely extinguishing and replacing this Draft Solicitation.**

DRAFT

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

- **Do not provide responses to items in this section unless specifically and expressly required.**

1.1 PURPOSE

The Office of State Procurement issues this Invitation For Bid to obtain bids and award multiple contracts for Rental and Purchase of Copiers; Purchase of Printers, Scanners, and Large/wide Format Devices; Managed Print Services; related accessories, software, and other equipment.

1.2 TYPE OF CONTRACT

- A. As a result of this IFB, OSP intends to award contracts to multiple Contractors.
- B. The anticipated starting date for any resulting contract is June 1, 2019, except that the actual contract start date may be adjusted forward unilaterally by the State for up to three calendar months. By submitting a signed bid in response to the IFB, the Prospective Contractor represents and warrants that it will honor its bid as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for three (3) years. Upon mutual written agreement by the Contractor and OSP, the contract may be renewed by OSP for up to four (4) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.
- D. Orders issued from this contract may survive the expiration of the contract based on the initial order date. Ordering agencies **shall not** be allowed to extend Copier Rentals and Managed Print Service orders beyond the initial period chosen at time of order (i.e. 36 or 60 months).

1.3 ISSUING AGENCY

OSP, as the issuing office, is the sole point of contact throughout this solicitation process.

1.4 BID OPENING LOCATION

Bids will be opened at the following location:

Office of State Procurement
1509 West Seventh Street, Room 300
Little Rock, AR 72201-4222

1.5 ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor **shall** unconditionally accept all Requirements in the Requirements Section(s) of this IFB to be considered a responsive Prospective Contractor.
- B. A Prospective Contractor's bid will be rejected if a Prospective Contractor takes exceptions to any Requirements in the Requirements Section(s) of this IFB.

1.6 DEFINITION OF TERMS

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- C. "Prospective Contractor" means a person who submits a bid in response to this solicitation.
- D. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- E. For purposes of this IFB, the terms "Subcontractor" and "Dealer/Reseller" are used synonymously.
- F. The terms "Invitation for Bid", "IFB," "Bid Solicitation," and "Solicitation" are used synonymously in this document.

- G. "Responsive bid" means a bid submitted in response to this solicitation that conforms in all material respects to this IFB.
- H. "Bid Submission Requirement" means a task a Prospective Contractor **must** complete when submitting a bid response. These requirements will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- I. "Requirement" means a specification that a Contractor's product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- J. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State agency using such a contract.
- K. Other terms used in this bid solicitation:
1. Accessories: All components, other than those identified in the Manufacturers' standard configuration and required by the State of Arkansas as base specifications, that work with or attach to the copier. Accessories include, but are not limited to additional paper trays, upgraded duplex units, finishing units, network connectivity kits, memory, application cards, scanners, etc. Accessories **must not** include furniture such as stands, shelves, cabinets.
 2. Automatic Document Feeder (ADF): An accessory that holds a stack of originals and feeds them automatically, one at a time to the exposure glass for scanning/copying.
 3. Automatic Exposure Selection (AES): The exposure is adjusted automatically when copying from originals with different background shadings.
 4. Automatic Magnification Selection (AMS): After detecting the correct size of each original document, the copier automatically calculates the correct magnification (zoom) ratio to fit the paper size selected by the operator.
 5. Automatic Paper Selection (APS): A built-on sensor detects the size of the original and the copier selects the proper paper size.
 6. Automatic Tray Switching (ATS): A feature that enables a copier to automatically switch from a depleted paper source to another during a copy job, effectively increasing overall productivity.
 7. Automatic Start (AS): Copiers with this feature can be programmed for a job by the user before the copier is warmed up. Once programming is complete, the user presses the print (start) button and the machine automatically begins copying after warm-up temperature is attained.
 8. Base Cabinet: A base cabinet is utilized for a console device to support the device as a stand-alone unit (resting on the floor) instead of a table top, paper-feed unit.
 9. Bypass Paper Supply: A side-opening tray into which copying materials may be inserted for the use of copying onto. A bypass paper supply **must** be configured for multiple sheets of copying material.
 10. Supplies: Items used by the copier equipment such as staples, toner, drums, and/or fusers that are replaced as they are consumed.
 11. Dealer/Reseller: A business authorized by the Manufacturer to provide equipment and/or services under the direct supervision of the Manufacturer.
 12. Down Time: The amount of time, measured in Working Hours, that the machine is unable to function and meet the agency's needs.
 13. Features: Capabilities that the copier may have whether by design, accessory, or additional software.

14. Maintenance: The regularly scheduled care and upkeep of the machine. This includes all supplies, checking the machine for mechanical issues, and any other related items necessary to maintain the operation of the machine.
15. Managed Print Services (MPS): Services that include Assessments, Implementation, Remote Device Monitoring, End User Support/Training, Account Management, and may include Professional Services, Cost-Based Assessment, Maintenance, On-Going Fleet Management, Cartridge Recycling, and Software/Cloud Solutions.
16. Manufacturer: A company that, as its primary business function, designs, assembles and owns the trademark/patent and markets multifunction equipment.
17. Margin Shift: The ability of a machine to shift the image to the right or left, on the front, back or both sides of the copy, to allow for binding or three-hole punching.
18. Monthly Fixed Rate: The established and firm rate that the agency pays each month as rent.
19. Multifunctional Units: Copiers that can perform multiple operations such as copying, faxing, scanning, and printing.
20. Network Connectivity Kit: All parts, boards, and software (internal to the machine) to sufficiently enable the copier to network print, scan to network folder, scan to e-mail (including server based or POP3), and scan to desktop.
21. Paper-Feed Units: Expands the paper capacity by providing two or more additional paper sources (cassettes, drawers, or trays). Additionally, Paper-Feed Units act as a support for base units to utilize the device as a stand-alone unit (resting on the floor) instead of a Base Cabinet.
22. Rental: Payment, usually of an amount fixed by contract, made by an agency at specified intervals in return for the right to use the property of another with no option to purchase or obtain any ownership rights to the property being used.
23. Response Time: The amount of time (measured in Working Hours) it takes the Contractor to arrive at the agency's location to begin repairs, after receiving the first phone call from the agency.
24. Reversing Automatic Document Feeder (RADF): An accessory that holds a stack of originals and feeds them automatically, one at a time to the exposure glass for scanning/copying of a page, then flips it and scans/copies the other side.
25. Support: When a certified engineer is required on scene to diagnose a problem or troubleshoot an unknown problem with the machine.
26. Working Hours: Monday through Friday, 8:00 AM – 4:30 PM, Central Time excluding State Holidays and weekends.

1.7 **RESPONSE DOCUMENTS**

A. Bid Response Packet

1. The following are Bid Submission Requirements and **must** be submitted in the original Bid Response Packet.
 - a. Original signed *Bid Signature Page*. (See *Bid Response Packet*.)
 - i. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the Bid Signature Page included in the *Bid Response Packet*.
 - ii. Prospective Contractor's signature signifies agreement to and compliance with all Requirements in this IFB, and that any exception that conflicts with a Requirement or Bid Submission Requirement of this *Bid Solicitation* will cause the Prospective Contractor's bid to be rejected.

- iii. Bid response **must** be in the English language.
- b. One (1) original hard copy of the *Official Bid Price Sheet*. Pricing **must** be proposed in U.S. dollars and cents.
- c. Proposed Dealers/Resellers Form (See Dealers/Resellers Form in the *Bid Response Packet*).
- d. Dealer/Reseller Documentation for each Dealer/Reseller proposed.
- 2. The following items should be submitted in the original *Bid Response Packet* as a hard copy and as an electronic copy, preferably on a flash drive and in PDF format.
 - a. One (1) copy of the *Official Bid Price Sheet*,
 - b. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions*, #25. *Disclosure*.)
 - c. Copy of Prospective Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - d. *Voluntary Product Accessibility Template* (VPAT). (See *Technology Access*.)
- 3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

1.8 **CLARIFICATION OF BID SOLICITATION**

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email on or before November 16th, 2018 to the OSP buyer as shown on page one (1) of this *Bid Solicitation*.
 - 1. The Prospective Contractor **shall** submit questions using Attachment A - Submission of Written Questions. The questions **must** be submitted in the original file format "Microsoft Excel" as denoted in Attachment B.
 - 2. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
 - 3. Prospective Contractor's written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be addressed in the Final IFB and/or posted to the OSP website by the close of business on December 14th, 2018. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or reserves the right not to respond to that question(s).
- B. The Prospective Contractor should notify the OSP buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a bid.
- C. Prospective Contractors may contact the OSP buyer with non-substantive questions at any time prior to the bid opening.
- D. An oral statement by OSP will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by OSP.
- E. Prospective Contractors entering into a contract with the State **must** comply with all the terms and conditions contained herein.

1.9 **DEALERS/RESELLERS**

- A. The State will utilize the Dealer/Reseller network available for sales and service. Contractors **shall** allow the utilization of Dealers/Resellers for sales and/or service.

- B. The Prospective Contractor should complete, sign and submit the *Proposed Dealers/Resellers Form* included with the bid solicitation documents posted on the OSP website.
- C. **Do not** attach any additional information to the *Proposed Dealers/Resellers Form*.
- D. The utilization of any proposed Dealers/Resellers is subject to approval by the State.

1.10 **PRICING**

- A. Prospective Contractors **shall** include all pricing on the Official Bid Price Sheet(s) only. If any cost is not identified by the successful Contractor but is subsequently incurred to achieve successful operation, the Contractor **shall** bear this additional cost. The *Official Bid Price Sheet* is provided as a separate electronic file posted with this *Bid Solicitation*.
- B. To allow time to review bids, prices **must** be valid for 120 days following the bid opening.
- C. DO NOT submit any ancillary information not related to actual pricing on or with the Bid Price Sheet.
- D. Volume discounts and promotions above the bid prices are acceptable and encouraged. Promotional discounts **must not** necessitate a contract modification of the bid prices.
- E. The Contractor **shall** extend all promotional pricing and/or subsequent decreased prices to all qualified purchase orders received during the effective date of the price reduction or promotion. Promotions **must** be limited to those models that are listed on the contract award.
- F. The Contractor **shall not** increase pricing for any rental item or managed print service awarded during the aggregate term of the contract.
- G. The Contractor **shall not** decrease discounts applied to the Manufacturer's Suggested Retail Price (MSRP) for any purchase during the aggregate term of the contract.
- H. The Contractor **shall not** alter the Official Bid Price Sheet other than to increase lines to provide additional information.
- I. See Instructions on Tab 1 on the Official Bid Price Sheet for additional information regarding pricing. A Prospective Contractor **shall** follow all pricing Instructions.

1.11 **PRIME CONTRACTOR RESPONSIBILITY**

- A. A single Prospective Contractor **must** be identified as the prime Contractor.
- B. The prime Contractor **shall** be responsible for the contract and jointly and severally liable with any of its Dealers/Resellers, affiliates, or agents to the State for the performance thereof.
- C. The Contractor **shall** be the sole point of contact, with regard to the contract, even when Dealers/Resellers are providing sales and service.

1.12 **INDEPENDENT PRICE DETERMINATION**

- A. By submission of this bid, the Prospective Contractor certifies, and in the case of a joint response, each party thereto certifies as to its own organization, that in connection with this bid:
 - The prices in the bid have been arrived at independently, without collusion.
 - No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion warrants consideration of this bid by the Office of the Attorney General. All Prospective Contractors **shall** understand that this paragraph may be used as a basis for litigation.

1.13 **PROPRIETARY INFORMATION**

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).

- B. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.
- C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Bid Response Packet*. A CD is also acceptable. Do not submit documents via email or fax.
- G. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.
- J. If a redacted copy of the submission documents is not provided with Prospective Contractor's *Bid Response Packet*, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- K. If the State deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.
- L. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.14 CAUTION TO PROSPECTIVE CONTRACTORS

- A. Prior to any contract award, address all communication concerning this *Bid Solicitation* through the OSP buyer.
- B. Do not alter any language in any solicitation document provided by the State.
- C. Do not alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation become part of the resultant contract.
- E. The State has the right to award or not award a contract, if it is in the best interest of the State to do so.
- F. As requested, provide clarification regarding Prospective Contractor's bid response to OSP.
- G. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- H. Prospective Contractors **shall not** submit multiple bids. Submittal of multiple bids by a Prospective Contractor results in rejection of the Prospective Contractor's bids.

1.15 REQUIREMENT OF ADDENDUM

- A. Only an addendum written and authorized by OSP will modify this *Bid Solicitation*.
- B. An addendum posted within three (3) calendar days prior to the bid opening may extend the bid opening and may or may not include changes to the Bid Solicitation.
- C. The Prospective Contractor is expected to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php>, for any and all addenda up to bid opening.

1.16 AWARD PROCESS

A. Successful Contractor Selection

1. Contract shall be a multiple award based on Manufacturer brands. Only one contract award per Manufacturer brand will be awarded.

B. Negotiations

1. If the State so chooses, negotiations may be conducted with a Prospective Contractor. Negotiations are conducted at the sole discretion of the State.
2. If negotiations fail to result in a contract, the State may choose not to move forward with an award to that Manufacturer.

C. Anticipation to Award

1. Once the anticipated successful Contractors have been determined, the anticipated awards will be posted on the OSP website at http://www.arkansas.gov/dfa/procurement/pro_intent.php.
2. The anticipated awards will be posted for a period of fourteen (14) days prior to the issuance of a contract. Prospective Contractors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen-day posting period.
3. OSP may waive the policy of Anticipation to Award when it is in the best interest of the State.
4. It is the Prospective Contractor's responsibility to check the OSP website for the posting of an anticipated award.

D. Issuance of Contract

1. Any resultant contract of this *Bid Solicitation* is subject to State approval processes which may include Legislative review.
2. A State Procurement Official will be responsible for the solicitation and award of any resulting contract.

1.17 INTERGOVERNMENTAL/COOPERATIVE USE OF COMPETITIVELY BID PROPOSALS AND CONTRACTS

In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit may participate in any contract resulting from this solicitation with a participating addendum signed by the Contractor and approved by the chief procurement officer of the procurement agency issuing this solicitation.

1.18 MINORITY AND WOMEN-OWNED BUSINESS POLICY

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:

- African American
- American Indian
- Asian American
- Hispanic American
- Pacific Islander American
- A Service Disabled Veteran as designated by the United States Department of Veteran Affairs

- B. A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Bid Signature Page*.

1.19 EQUAL OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, OSP is required to have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* should be included as a hardcopy accompanying the solicitation response.
- C. The submission of an *EO Policy* to OSP is a one-time Requirement. Contractors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that **must** also comply with this statute.
- D. Prospective Contractors who are not required by law by to have an *EO Policy* **must** submit a written statement to that effect.

1.20 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services **shall** certify with OSP that they do not employ or contract with illegal immigrants.
- B. By signing and submitting a response to this *Bid Solicitation*, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

1.21 RESTRICTION OF BOYCOTT OF ISRAEL

- A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in and, agrees for the duration of the contract not to engage in, a boycott of Israel.
- B. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
- C. By checking the designated box on the Bid Signature Page of the response packet, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

1.22 PAST PERFORMANCE

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is "responsible". Bids submitted by Prospective Contractors determined to be non-responsible will be rejected.

1.23 TECHNOLOGY ACCESS

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Prospective Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

- B. Accordingly, the Prospective Contractor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:
1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means.
 2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use.
 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
 4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means.
 5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.
 6. Integrating into networks used to share communications among employees, program participants, and the public.
 7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies **must** evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency **must** provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- D. For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.
- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

1.24 **COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM**

- A. The Prospective Contractor's commodity or service **must** comply with the State's shared Technical Architecture Program which is a set of policies and standards that can be viewed at:
<https://www.dfa.arkansas.gov/intergovernmental-services/state-technology-cost-analysis/architecture-compliance/>.
- B. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

1.25 VISA ACCEPTANCE

- A. Awarded Contractor should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment.
- B. Price changes or additional fee(s) **must not** be levied against the State when accepting the p-card as a form of payment.
- C. VISA is not the exclusive method of payment.

1.26 PUBLICITY

- A. Do not discuss the solicitation nor your bid response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.
- B. Failure to comply with this Requirement may be cause for a Prospective Contractor's bid to be rejected.

1.27 RESERVATION

The State will not pay costs incurred in the preparation of a bid.

DRAFT

SECTION 2 – OVERALL REQUIREMENTS

- ***Do not provide responses to items in this section unless specifically and expressly required.***

2.1 INTRODUCTION

The Office of State Procurement issues this Invitation For Bid to obtain bids and award multiple contracts for Rental and Purchase of Copiers; Purchase of Printers, Scanners, and Large/wide Format Devices; Managed Print Services; Related Accessories, Software, and other Equipment.

The Rental portion of the contract(s) will be mandatory for use by State agencies and Institutions of Higher Education. The Purchase and Managed Print Services portion of the contract(s) will be non-mandatory.

2.2 CONTRACTOR QUALIFICATIONS AND MINIMUM BID REQUIREMENTS

- A. The Contractor **shall** be the Manufacturer of the contracted equipment.
- B. The Prospective Contractor **shall** only bid one Manufacturer brand. Additional brands manufactured under the Prospective Contractor **shall not** be allowed.
- C. The Contractor **shall** have certified maintenance/service personnel for the equipment bid.
- D. The Contractor **shall** provide services to all locations within the State of Arkansas.
- E. The Prospective Contractor **shall** bid any or all portions of Rental categories (Groups 1-4) in order to be awarded Purchase or Managed Print Services categories.

2.3 AUTHORIZED DEALERS/RESELLERS

- A. Arkansas will allow up to ten (10) Dealers/Resellers per Contractor.
- B. OSP Contract Administrator may remove a Dealer/Reseller at any time with thirty (30) days written notice.
- C. Throughout the contract, the Contractor may propose Dealer/Reseller additions/deletions for consideration and approval by the State.
 1. Additions/Deletions **shall** be proposed by completing Attachment C: *Dealer/Reseller Documentation*, (posted with the bid documents on the OSP website) and submitting the Documentation to the OSP Contract Administrator.
 2. At no time can the number of Dealers/Resellers exceed the number provided in 2.3.A.
- D. The Contractor **shall** provide interim service, or assist with the transfer of service to another Dealer/Reseller, should any listed Dealer/Reseller become unavailable or be deemed unsuitable by the OSP Contract Administrator.
 1. The decision about the suitability of Dealers/Resellers will be solely that of the OSP Contract Administrator.
- E. The OSP Contract Administrator recommends as "very highly preferable" the use of Dealers/Resellers located within the State of Arkansas.

2.4 PROHIBITED THIRD PARTY FINANCING PAYMENTS

All payments for items ordered under this contract **must** go directly to the Contractor or Dealer/Reseller and not to any third-party financing entity. Any financing arrangements made between the Contractor, Dealer/Reseller, and any financing entity **shall not** alter the terms and conditions of this contract.

2.5 AGENCY NEED

The Contractor and approved Dealers/Resellers **must** perform an initial agency assessment to help an agency determine specific needs including base equipment, accessories, maintenance/service plan, and any additional software or Managed Print Services options.

2.6 **EQUIPMENT**

The Contractor **shall** provide only NEW products/equipment, including Accessories for the duration of the contract. Contractors **shall not** provide re-manufactured, like-new, newly-remanufactured, refurbished, recycled, second-hand, reconditioned, previously owned, used or analog equipment.

2.7 **ACCESSORIES**

The Contractor **shall** provide Accessories, if available for all awarded equipment within a Group.

2.8 **SOFTWARE**

- A. The Contractor **shall** bid only software certified and tested by the software Manufacturer and the Contractor for use with equipment bid. Software may include: document management, workflow management, accessibility solutions, etc. as accepted and awarded by the State.
- B. The Contractor **shall** provide the full name of the proposed software on the Official Bid Price Sheet. Pricing **must** be included for each piece of equipment proposed on Tab 2, 3, 4, 5 of the Official Bid Price Sheet for all proposed software.
- C. OSP will have final approval as to which, if any, software proposed will be included in the contract award.
- D. Software **must not** be utilized as a stand-alone imaging solution but to enhance the capabilities of the equipment being rented or purchased. This will not apply to Managed Print Services solutions.

2.9 **NETWORK CONNECTION**

Equipment bid **must** use only one network connection to accomplish network printing and scanning.

2.10 **AVAILABILITY OF REPAIR PARTS**

- A. The Contractor **shall** guarantee the availability of repair parts for a minimum of five (5) years upon ordering agency's acceptance.
- B. All equipment components, spare parts, application software, and ancillary equipment rented or purchased and supplied under any resulting contract **must** conform to Manufacturer specifications.
- C. The Contractor and Dealers/Resellers **shall** certify that repair parts are operable and installed in accordance with Manufacturer's specifications.

2.11 **DELIVERY (FOB DESTINATION)**

- A. The State requests delivery (excluding installation) within thirty (30) calendar days after receipt of the purchase order, or sooner if agency approves. If this delivery schedule cannot be met, Prospective Contractor **must** state number of days required to place commodity in the ordering agency's designated location on Tab 2, 3, 4, 5 of the Official Bid Price Sheets. Failure to state delivery time obligates Contractors and Dealers/Resellers to complete delivery by agency's requested date. Extended delivery dates may be considered when in the best interest of the State.
- B. All deliveries **must** be made during State Working Hours and within the agreed upon number of days unless otherwise arranged and coordinated with the agency. The Contractor or Dealer/Reseller **shall** give the agency immediate notice of any anticipated delays or plant shutdowns that will affect the delivery requirement.
- C. The Contractor **shall** relieve the State from risk or damage during the period of transportation, installation, and networking.
- D. The Contractor or Dealers/Resellers **shall** be responsible for loss or damage that occurs during shipping, prior to the order being received by the agency. All orders should be properly packaged to prevent damage during shipping.

2.12 **ACCEPTANCE STANDARDS**

- A. Inspection and acceptance/rejection of product(s) will be made within thirty (30) days of receipt.

- B. The Contractor and Dealers/Resellers **shall** give the State the option to return any product(s) within the thirty (30) day timeframe for any reason.
- C. Bid **must** include a “total satisfaction” return policy for all products and **must not** impose any liability on the State for such returns.
- D. Invoice will not be processed until after all items ordered are accepted by the agency.

2.13 TECHNOLOGY UPGRADE/ADDITIONS

- A. The State intends to obtain for the duration of this contract or any contract extensions thereof, products that reflect the industry’s latest technology.
- B. The State recognizes that there will be technological modifications and improvements that will become available during the life of this contract that will be unavailable on the date of contract award.
- C. Contractors may make upgrades consistent with their Manufacturer Suggested Retail Price List; however, all items offered under this IFB **must** remain within the scope of the contract in price (rental), discount (purchase) and functionality.
- D. Accessories, software, and services for upgraded machines **must** also be added at the same price or greater discount as the equally specified options they are replacing.
- E. The State reserves the right to determine acceptability of new products offered, based on overall performance and specifications.

2.14 PRODUCT SUBSTITUTIONS

- A. Substitutions **must** be for the duration of the contract and affect all machines ordered after the effective date.
- B. Contractors **shall only** submit substitutions twice per year during the dates below:
 - 1. June 1 - June 15
 - 2. December 1 - December 15
- C. All substitutions **must** meet the minimum specifications listed in this IFB.
- D. All substitutions **must** be functionally equivalent to the original item and **must** be provided at the same cost for rental; or at same or greater discount for purchases.
- E. Ordering agencies **must** have an opportunity to accept/reject the substitution of any machine listed on their original purchase order. Should the agency find the substituted equipment unacceptable, they have the right to cancel the original purchase order.
- F. All substitutions for awarded contract items **must** be submitted in writing by the Contractor. Substitutions will not be included on the contract unless and until approved by OSP.
- G. The Contractor **shall** complete a Substitution Request Form for all substitutions. The form will be provided to all Contractors at time of award.
 - 1. The Contractor **shall** attach a copy of the Manufacturer’s product specifications sheet for each device that is included on the substitution form.
- H. Contractors or Dealer/Reseller **shall not** offer temporary substitutions unless under the following circumstances:
 - 1. Involves only one agency purchase order, unless the substitution is needed due to updated equipment availability prior to the outlined product substitution schedule in 2.14.B above.

2. Substitute equipment meets all original requirements/specifications.
 3. Pricing and/or discounts for substituted items is the same as the original equipment.
 4. All terms and conditions from SP-19-0030 apply.
 5. Substitution is approved by the ordering agency.
- I. Substitutions submitted to the State Contract Administrator will be reviewed for approval, and if approved, will be effective on the first business day of the month following submission.

2.15 ORDERING AGENCY DOCUMENTS

- A. Purchase Orders **must** be deemed sufficient documentation and authorization to purchase under the contract.
- B. When utilizing the contract, the Contractor or Dealers/Resellers **shall not** request or require an agency to sign any additional terms and conditions, addendums, schedules, or documents (unless selecting Managed Print Services where the ordering agency and Contractor or Dealer/Reseller will develop a scope of work document).

2.16 ARKANSAS CONTRACT WEBSITE

The Contractors **shall** provide the State of Arkansas a website for use by all ordering agencies. The prior approval of OSP **must** be obtained before the website goes live.

- A. The Contractor **shall**:
1. Establish and maintain a website specific to the products and services awarded to the Contractor.
 2. Provide OSP contract Administrator with a link to the Contractor's website fourteen (14) calendar days before effective date of contract.
 3. Have the website live for use by ordering agencies by June 1, 2019.
 4. Ensure only Arkansas contract items are available on the site.
- B. The website **must**:
1. Provide product and service specifications.
 2. Provide contract pricing expressed in U.S. dollars and cents for
 - a. Rentals
 - b. Purchases (if awarded)
 - c. Managed Print Services (if awarded)
 - d. Related accessories, software, and other equipment
 3. Provide discount off MSRP.
 4. Provide listing of authorized Dealers/Resellers.
 5. Provide Contractor contact information.
 6. Provide instructions for obtaining quotes and placing orders.
 7. List the OSP contract number.
 8. Utilize the State of Arkansas Logo.

- C. The Contractor **shall** post, maintain, and display the website information referenced above with accurate/current information.
- D. The Contractor **shall** correct any inaccurate information
 - 1. At own expense
 - 2. Within two (2) business days of written notification from OSP Contract Administrator
- E. OSP will conduct periodic compliance checks of the Contractors website.
- F. URL changes **must** be provided to OSP Contract Administrator at least seven (7) business days prior to the change.
- G. The Contractor **shall not** restrict public access to the Arkansas website via use of
 - 1. Restrictive technologies
 - 2. Passwords
- H. The Contractor **shall** be responsible for:
 - 1. Content
 - 2. Intellectual Property rights
 - 3. Administration
 - 4. All materials at Contractor's website
- I. OSP has the right to require a change of the listed content if, in the opinion of OSP, it does not adequately represent the contract.

2.17 **REPORTING**

- A. The Contractor **shall** submit reports to the Arkansas Office of State Procurement via email to timothyf.hicks@dfa.arkansas.gov or someone designated by the Arkansas Office of State Procurement.
- B. The Contractor **shall** deliver reporting within thirty (30) calendar days of the closing of a reporting period as defined herein.
 - 1. Reports **must** be submitted in the original file format "Microsoft Excel" as denoted in Attachment C.
- C. The OSP Contract Administration will provide the reporting format to all Contractors at time of award. A sample reporting format is provided with the bid documents located on the OSP website (See Attachment B.) The Contractors **shall** utilize the reporting format provided by OSP and **shall** fill out all fields on the report.
 - 1. For reporting purposes,
 - a. State agencies **must** be defined as "State".
 - b. Colleges & Universities **must** be defined as "Education".
 - c. Counties & Cities **must** be defined as "Local Government".
 - d. K-12 School Districts, and their administrative offices, **must** be defined as "School District".
- D. If Contractors do not send their reports as outlined herein, the Contractors will be notified by OSP.

1. If reports are not received after ten (10) calendar days of notification, the State may elect to cancel the contract.
- E. OSP may request, at any point, proof of the reporting accuracy through the data set supporting the reports. The Contractor **shall** provide the requested data within five (5) Working Days of the request.
 1. If OSP has reason to believe that multiple and systemic reporting errors exist that cannot be corrected to OSP's satisfaction, OSP may require an audit by a third party. The Contractor **shall** allow an audit as specified by OSP.
 - a. If errors are found, the Contractor **shall** reimburse OSP for the cost of the auditor and **shall** correct any administrative fee errors, both within thirty (30) days.

2.18 PERFORMANCE REVIEW MEETINGS

- A. OSP Contract Administrator may schedule periodic meetings to review Contractor performance. The Contractor **shall** attend as required by OSP.
- B. Meetings will be held:
 1. In Little Rock, AR at a date and time mutually agreed to by OSP and the Contractor, with OSP having the final determination.
 2. May be conducted via teleconference, at OSP's discretion
- C. The Contractor **shall** attend these meetings at no cost to Arkansas for time and travel.

SECTION 3 – EQUIPMENT REQUIREMENTS

3.1 BID REQUIREMENTS

- A. The Prospective Contractor may provide up to three (3) different equipment models (machines) per segment but **shall** provide only one (1) machine per volume (low, medium, high) in Groups 1-4.
- B. The Prospective Contractor may bid the same machine in all three volume ranges in Groups 1-4.
- C. The Prospective Contractor may provide up to three (3) different equipment models (machines) per segment in Groups 5-7.
- D. The Prospective Contractor **shall not** bid machines that exceed the maximum pages per minute (PPM) speed listed for a segment. Failure to comply will result in rejection of the item bid.
- E. The Prospective Contractors **shall** submit one (1) copy of technical and descriptive literature for each machine proposed. Product overview brochures or 1-2 page product specification sheets are preferable if the information submitted is sufficiently detailed to substantiate that the product offered meets or exceeds specifications.

3.2 GROUP 1 – BLACK AND WHITE MULTI-FUNCTION DEVICE (MFD) COPIERS

Segment	PPM	Low Base Volume Copies	Medium Base Volume Copies	High Base Volume Copies
1	20-34	1,500	3,000	5,000
2	35-49	3,500	6,000	8,500
3	50-59	7,500	12,000	18,000
4	60-79	20,000	30,000	50,000

A. Machines bid **must**:

- 1. Be capable of the following copier functions: Automatic Exposure Selection (AES), Automatic Magnification Selection (AMS), Automatic Paper Selection (APS), Automatic Tray Switching (ATS), Automatic Start (AS), and Margin Shift.
- 2. Be equipped, at a minimum, with the following components:
 - a. Control panel
 - b. Bypass paper supply
 - c. Duplex copying
- 3. Have walk up duplicating.
- 4. Have a component that includes a flat glass top for end users to place originals on for duplication.
- 5. Have a 10/100 Base Network Interface Connection
- 6. Have Paper Supply equal to or greater than:
 - a. Two (2) paper drawers for Segments 1
 - b. Four (4) paper drawers and/or 2,000-sheet capacity for Segments 2, 3 and 4.

- B. If bid, the Prospective Contractor **shall** provide at least one model that has single orientation stapling within the base unit for Segments 2, 3 and 4.

- C. If bid, the Prospective Contractors **shall** provide at least one model that has maximum paper size capacity up to 11" x 17" as an option for Segments 3 and 4.
- D. If bid, the Prospective Contractors **shall** provide at least one A4 (model that has maximum paper size capacity up to 8.5"x14") in segment 1 and 2.

3.3 **GROUP 2 – BLACK AND WHITE DIGITAL PRODUCTION COPIERS**

Segment	PPM	Low Base Volume Copies	Medium Base Volume Copies	High Base Volume Copies
1	80-99	35,000	50,000	75,000
2	100+	80,000	100,000	125,000

A. Machines bid **must**:

1. Be capable of air or vacuum assist paper feeding.
2. Be capable of the following functions:
 - a. Copy
 - b. Print
3. Have walk up duplicating.
4. Have a component that includes a flat glass top for end users to place originals on for duplication.
5. Have a 10/100 Base Network Interface Connection.
6. Have a monthly duty cycle of at least 700,000 impressions as defined by the Manufacturers' rated monthly maximum volume.

- B. If bid, the Prospective Contractor **shall** provide at least one model within each segment that has scanning included with the base equipment specifications.

3.4 **GROUP 3 – COLOR MULTI-FUNCTION DEVICE (MFD) COPIERS**

Segment	PPM	Low Base Volume Copies	Medium Base Volume Copies	High Base Volume Copies
1	20-.34	1,200 BW 300 Color	2,500 BW 500 Color	4,200 BW 800 Color
2	35-49	3,000 BW 500 Color	5,200 BW 800 Color	7,000 BW 1,500 Color
3	50-59	6,800 BW 700 Color	10,000 BW 2,000 Color	15,000 BW 3,000 Color

A. Machines bid **must**:

1. Be equipped, at a minimum, with the following components:
 - a. Control panel
 - b. Bypass paper supply
 - c. Duplex copying
2. Have walk up duplicating.

3. Have a component that includes a flat glass top for end users to place originals on for duplication.
 4. Have a 10/100 Base Network Interface Connection
 5. Have Paper Supply equal to or greater than:
 - a. Two (2) paper drawers for Segments 1 and 2;
 - b. Four (4) paper drawers and/or 2,000-sheet capacity for Segments 3.
- B. If bid, Prospective Contractors **shall** provide at least one model that has single orientation stapling within the base unit for Segments 2 and 3.
- C. If bid, Prospective Contractors **shall** provide at least one model that has paper size capacity up to 11" x 17" as an option for Segments 3.

3.5 GROUP 4 – COLOR DIGITAL PRODUCTION COPIERS

Segment	PPM	Low Base Volume Copies	Medium Base Volume Copies	High Base Volume Copies
1	60+	18,000 BW 2,000 Color	27,000 BW 3,000 Color	45,000 BW 5,000 Color

- A. Machines bid **must**:
1. Be capable of the air or vacuum assist paper feeding.
 2. Be capable of the following functions:
 - a. Copy
 - b. Print
 3. Have walk up duplicating.
 4. Have a component that includes a flat glass top for end users to place originals on for duplication.
 5. Have a 10/100 Base Network Interface Connection.
 6. Have a monthly duty cycle of at least 70,000 impressions as defined by the Manufacturer's rated monthly maximum volume.
- B. If bid, Prospective Contractors **shall** provide at least one model within each segment that has scanning included with the base equipment specifications.

3.6 GROUP 5 – SINGLE FUNCTION PRINTERS (PURCHASE AND MPS ONLY)

Segment	PPM
1	Up to 20
2	21-40
3	41-60
4	61+

- A. Printers bid **must**:
1. Have new power filter.
 2. Include an inkjet, light emitting diode (LED), or laser print engine.

3. Have Standard paper drawer(s).
4. Have Standard paper capacity.
5. Have a 10/100 Base Network Interface Connection.

3.7 GROUP 6 – LARGE/WIDE FORMAT EQUIPMENT (PURCHASE AND MPS ONLY)

Segment	PPM
1	1-3
2	4-8
3	9-19
4	20+

A. Large/Wide format equipment bid **must:**

1. Have a new power filter.
2. Have a Hard-Disk drive.
3. Have a touch screen control panel.
4. Have a 10/100 Base Network Interface Connection.
5. Automatic Exposure – the exposure is adjusted automatically when copying from originals with different background shadings.
6. Automatic Magnification – after detecting the correct size of each original document, the correct magnification (zoom) ratio is automatically calculated to fit the media size selected by the operator.
7. Automatic Media Selection – a built-in sensor detects the size of the original and the proper media size is then selected.

3.8 GROUP 7 – SCANNERS (PURCHASE AND MPS ONLY)

Segment	PPM
1	10-49
2	50-89
3	90-130
4	131+

A. Scanner bid **must:**

1. Have a new power filter.
2. Have a Charge-Coupled Device (CCD) or Contact Image Sensor (CIS).
3. Have a Automatic Document Feeder (ADF).
4. Have a 10/100 Base Network Interface Connection.
5. Have a letter or legal paper size capacity.
6. Have color depth of at least 24 bytes.
7. Have single pass duplex scan.

SECTION 4 – RENTAL EQUIPMENT REQUIREMENTS

Do not provide responses to items in this section unless specifically and expressly required.

4.1 OVERVIEW

- A. This section of the IFB relates only to the rental of equipment in Groups 1-4. Prospective Contractors **shall** bid one or more segments in Group 1-4 in order to be considered for an award.
- B. The Contractor **shall** hold title to all equipment and Accessories provided under this contract for the rental of equipment.

4.2 RENTAL OF ACCESSORIES

- A. Prospective Contractors **shall** provide pricing (cost per month) for all available Accessories for each machine bid on Tab 2 of the Official Bid Price Sheet.
- B. The cost of the Accessories **must** be added to the fixed monthly rental fee when invoicing.
- C. The Contractor **shall** allow for accessories being added to the copier order after the initial order is placed.
 - 1. Accessory cost **must** be figured in the same method as the original equipment and be pro-rated according to the remaining term of the rental.
- D. If an agency upgrades an accessory that a Contractor bids as part of the base machine, that agency **must** pay the difference of the monthly cost for the upgraded accessory minus the base accessory.
- E. OSP will have final approval as to which Accessories bid will be included in the contract award.

4.3 INSTALLATION

- A. The Contractor or Dealers/Resellers **shall** set up the equipment with the most environmentally responsible and greatest cost saving defaults including, but not limited to: recycled paper, duplexing, color/toner reduction, and energy star savings features. If these features revert to an unacceptable level, then the Contractor **shall** return upon request to resolve these issues at no additional cost.
- B. All costs related to installation of the equipment **must** be included in the base equipment fixed monthly rental fee.
- C. The Contractor or Dealers/Resellers **shall** supply a surge suppressor for all rental equipment at no cost to protect the agencies telephone, network, and electronic components.
- D. The Contractor or Dealers/Resellers **shall** provide information to the agency on any special wiring required when the wiring is not the normal 110/15 amp, 3-prong, grounded outlet and/or requires a dedicated line. Special wiring and dedicated lines are the responsibility of the ordering agency. Contractor or Dealer/Reseller **must** notify the agency prior to three (3) business days before the installation of any special electrical requirements.
- E. Advanced Installation **must** be made available to ordering agencies based on the hourly fee bid on Tab 8, Table A, of the Official Bid Price Sheet. Advanced installation **must** include any networking necessary to install the copier on the ordering agencies current network (done only at installation, for any other maintenance/service ordering agency will need Networking & Troubleshooting). Prospective Contractors **shall** detail in their response any additional installation services that may be performed at the hourly rate bid on Tab 8, Table C, of the Official Bid Price Sheet.
- F. At time of installation the Contractor or Dealer/Reseller **shall** provide, at no cost, product literature, user-manuals, and access to online resources.
- G. Contractor or Dealer/Reseller **shall** complete installation within fourteen (14) calendar days from date of delivery, unless an alternative schedule is approved by the ordering agency.

- H. Contractor or Dealer/Reseller **shall** clean-up and remove all debris and rubbish resulting from their work as required by the ordering agency. Upon completion of the work, the premises **must** be left in good repair and in an orderly, neat, clean, and unobstructed condition.

4.4 **MAINTENANCE/SERVICE REQUIREMENTS**

- A. The Contractor or Dealer/Reseller **shall** provide supplies, including toner, drums, fusers, staples, etc., excluding paper, for the copiers/devices bid for the term of the contract. The price for the supplies **must** be included in the maintenance/service cost per month (36 or 60 months) on Tab 2 of the Official Bid Price Sheets.
1. The Contractor or Dealers/Resellers **shall** perform all preventative maintenance services at the Manufacturer's suggested intervals for the term of the rental.
 2. Maintenance costs **shall** be based on a "per month" basis and **must not** be included in the base equipment monthly rental rate.
 3. Prospective Contractors **shall** provide pricing for maintenance/service in three volume categories (low, medium, high). The number of impressions for each group and segment are listed in Section 2 of the IFB.
 4. Mileage **must** be included as part of the maintenance/service cost per month bid. The State will not pay mileage costs on service calls.
 5. Contractors or Dealer/Reseller **shall not** charge for a scan on a multi-function device.
 6. All 11x17 impressions **must** be counted as one impression per side.
 7. Contractors or Dealer/Reseller **shall not** charge more than one bundled cost per impression for color impressions, regardless of the number of colors (i.e. no higher charge for 3 colors than 2 colors).
- B. Maintenance/service **must** be provided during State Working Hours (as defined in 1.7) for both preventive and emergency service.
1. Initial telephone Response Times **must not** exceed two (2) Working Hours after notification by the ordering agency.
 2. Initial on-site Response Times **must not** exceed six (6) Working Hours after notification, if problem resolution is not successful via telephone Support.
 3. If the equipment has not been restored to full operation within six (6) Working Hours after the service technician's arrival, the technician **must** propose all options and arrive at a solution acceptable to the ordering agency prior to leaving the site.
 4. For the agency's records, maintenance/service technicians **must** leave a written explanation (may be sent electronically) of what was done to the machine, what parts were replaced, and when the maintenance/service took place.
 5. During the time a machine is in non-working condition, the Contractors or Dealer/Reseller **shall** credit the ordering agency for each working day the equipment is in non-working condition for more than four (4) Working Hours. This credit **must** include the daily rate (1/30th of monthly rental rate) for the equipment, including any Accessories and software and 1/30th of the monthly maintenance rate.
- C. Contractors or Dealers/Resellers **shall** maintain a service log for each machine serviced describing maintenance and repair services provided.
1. A copy of service logs/reports **must** be provided to the ordering agency and/or the Contract Administrator within five (5) working days of request at no additional charge.
- D. Networking and troubleshooting **must** be made available to ordering agencies based on an hourly rate. Networking and troubleshooting **must** include but not be limited to:

1. Any necessary adjustments to improve the performance of the copier.
2. Re-install of a copier after an enterprise update.
3. Change or networking a machine that has been previously installed.
4. The Prospective Contractor **shall** detail any additional networking & troubleshooting services that may be performed, as well as the hourly rate for each, on Tab 8, Table C, of the Official Bid Price Sheets.

4.5 **TRAINING**

- A. Following installation, the Contractors or Dealer/Resellers **shall** provide training for all products placed at the ordering agency location.
 1. Training session(s) **must** be a minimum of one (1) hour. If an agency orders a large volume of machines, an alternative training session schedule may be discussed and approved by the ordering agency.
- B. Training **must** include at a minimum:
 1. Basic features and functions of the equipment
 2. Standard use of the equipment to networked users.
 3. Technical advisement on networking.
- C. Training **must** be conducted at the Agency's location within ten (10) days of installation, unless an alternative date is approved by the ordering agency.
- D. Any additional or specialty training needed by agency personnel **must** be provided at a per hour rate on Tab 8, Table A, of the Official Bid Price Sheet.

4.6 **OVERAGE COST**

- A. Overage charges for black and white and color copies made beyond the volume category chosen by an ordering agency **must** be billed as Maintenance/Service cost per copy. The overage charges **must** be negotiated between the Prospective Contractor and the agency before the rental agreement is finalized.
- B. Payment schedule of overage charges may be negotiated between the Prospective Contractor and the agency before the rental agreement is finalized. This schedule may include, but **shall** not be limited to,
 1. Quarterly settlements
 2. Six (6) month settlements
 3. Annual settlements
- C. The requesting Agency will indicate on the purchase order which of the above options is selected.

4.7 **UNUSABLE COPIES**

- A. Copier equipment periodically experiences paper jams and malfunctions which cause unacceptable copy quality. These factors are not in the control of the machine operator but are a noticeable expense.
- B. Copies made that are unacceptable and are turned over to the maintenance/service technician, **must** be deducted from the machine's monthly copy count for payment.
 1. The number of such unacceptable copies **must** be noted on the technician's maintenance/service report for each maintenance/service call.
- C. All copies produced during maintenance/service and/or repair of a machine **must** be considered as unusable copies and **must** be deducted from the machine's monthly copy count for payment.

1. The number of such test copies **must** be noted on the maintenance/service report for each maintenance/service call.
- D. The monthly invoice **must** reflect the credit for the unusable copies run during the month billed at the cost per copy rate (monthly maintenance /service fee divided by number of copies allowed per month).

4.8 EXCESSIVE SERVICE DOWNTIME

- A. Equipment, including all Accessories and software, supplied through this contract **must** be capable of continuous operation.
- B. The Contractor or Reseller/Dealer **shall** guarantee that all equipment will be operational at least 96% of normal Working Hours.
- C. Equipment that develops a trend of requiring an excessive number of service calls **must** be reported
 1. By the ordering agency to the Contractor or Dealer/Reseller, or
 2. By the Contractor or Dealer/Reseller to the ordering agency as the situation warrants.
- D. In the event a machine is awaiting repair and in non-working condition, the Contractor or Dealer/Reseller **shall** supply similar machine of equal quality and capability within forty-eight (48) Working Hours if repair cannot be completed within five (5) working days.

4.9 DATA SANITIZATION

- A. The Contractor or Dealer/Reseller **shall** ensure equipment undergoes a Department of Defense three-pass minimum level erasure of hard drive at the end of the rental term. Hard drive sanitization **must** be at no cost to the ordering agency.
- B. A certificate (which may be sent electronically) **must** be provided to the agency verifying the hard drive has been sanitized per standards as stated herein.
 1. If the hard drive is cleansed at the agency location, the certificate **must** be provided within two (2) business days after equipment removal.
 2. If the hard drive is cleansed at the Contractor or Dealer/Reseller location, the certificate **must** be provided within twenty (20) business days after equipment removal.
- C. At the agencies discretion, hard drives that cannot be sanitized according to standards as stated herein **must** be returned to the State by the Contractor or Dealer/Reseller.
- D. All proposed equipment containing a hard drive **must** include as an available option HDD Overwrite and/or HDD Encryption software.

4.10 EQUIPMENT RELOCATION

- A. Relocation of equipment **must** be made by the Contractor or Dealer/Reseller, except for relocations which the Contractor or Dealer/Reseller and the agency have agreed, prior to the move, that the move does not require trained moving technical personnel. Equipment **must** be transferred without cause for cessation of the rental charges during the period of transfer.
- B. Relocation of equipment **must** be provided once per year per machine at no additional charge for same building moves for equipment in Groups 1 and 3.
- C. Any relocation of equipment for machines in Groups 2 and 4 **must** be provided at a per hour cost. If Prospective Contractors are bidding equipment in Groups 2 and/or 4 they **must** provide a per hour cost on Tab 8, Table A, of the Official Bid Price Sheet.

- D. If an agency requires more than one move per year per machine in Groups 1 and 3, or moving a machine to another building, Prospective Contractors **shall** provide a per hour cost for those additional moves on Tab 8, Table A, of the Official Bid Price Sheet. Other fees **must not** apply.
- E. The Contractor or Dealer/Reseller **shall** be responsible for repairs that may be required following any relocation performed by the Contractor or Dealer/Reseller at no additional cost to the State.

4.11 EQUIPMENT REMOVAL

- A. Contractor or Dealer/Reseller **shall** remove all rental equipment from the agency location at the end of the rental term. This **must** be done at no additional cost to the agency.
- B. If removal has not been scheduled or completed within thirty (30) calendar days after the end of the rental term, the agency may dispose of the equipment by sending it to the State Marketing and Redistribution facility.
- C. In the event of Contractor default, the State **must not** be liable for any removal charges. A default in performance by a contractor for which a contract may be terminated includes, but is not necessarily limited to, failure to perform the contract according to its terms, conditions, and specifications, or failure to make delivery within the time specified or according to a delivery schedule fixed by the contract.
- D. Contractor or Dealer/Reseller **shall** clean-up and remove all debris and rubbish resulting from their work as required by the ordering agency. Upon completion of the work, the premises **must** be left in good repair and in an orderly, neat, clean, and unobstructed condition.

4.12 PROPERTY INSURANCE

- A. Copiers/Devices rented to State agencies will be covered under State Property Insurance for any damage resulting from "Acts of God."
- B. Institutions of Higher Education will provide Property Insurance for copier/device rentals for any damage resulting from "Acts of God."
- C. State Agencies and Institutions of Higher Education **must not** be required to provide general liability insurance for any copier/device rentals.

4.13 PERFORMANCE STANDARDS

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided that a Contractor **shall** meet in order to avoid assessment of damages.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration. The table below identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- C. The State has the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the input of the Contractor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards will become an official part of the contract.
- E. Performance Standards will continue throughout the aggregate term of the contract.
- F. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- G. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.

- H. Should any compensation be owed to the State agency due to the assessment of damages, Contractor **shall** follow the direction of the State agency regarding the required compensation process.

Service Criteria	Acceptable Performance	Damages for Insufficient Performance
<p><u>Performance of Equipment</u></p>	<p>Equipment, including components and software, operates at a 96% level</p>	<ol style="list-style-type: none"> 1) Less than 96% performance level over any consecutive 5-day working period: <ul style="list-style-type: none"> • A credit for each business day under four (4) Working Hours until issue is resolved. 2) Continual equipment malfunction for any sixty (60) calendar day period: <ul style="list-style-type: none"> • 25% credit of monthly charge for each month that equipment was continually malfunctioning, and the agency may terminate the agreement.

SECTION 5 – PURCHASE EQUIPMENT REQUIREMENTS

Do not provide responses to items in this section unless specifically and expressly required.

5.1 OVERVIEW

The section of the IFB relates only to the purchase of equipment in Groups 1-7. Prospective Contractors may bid this category if desired.

5.2 ACCESSORIES

- A. All proposed equipment, when containing a hard drive, **must** have as available accessory options Hard Disk Drive (HDD) Overwrite and/or HDD Encryption capabilities. Other Accessories may include, but are not limited to additional paper trays, upgraded duplex units, finishing units, network connectivity kits, memory, application cards, scanners, etc. Accessories **must not** include furniture such as stands, shelves, cabinets.
- B. Toner **shall not** be allowed unless the customer is purchasing a maintenance plan with toner included in the price of the plan.

5.3 INSTALLATION

- A. When requested by the ordering agency, Contractor or Dealer/Reseller **shall** provide installation services for purchased equipment. All pricing for installation services **must** be provided on a per hour basis on Tab 8, Table A, of the Official Bid Price Sheet.
- B. If providing installation services, Contractor or Dealer/Reseller **shall**:
 - 1. Set up the equipment with the most environmentally responsible and greatest cost saving defaults including, but not limited to: recycled paper, duplexing, color/toner reduction, and energy star savings features.
 - a. If these features revert to an unacceptable level, then the Contractor or Dealer/Reseller **shall** return upon request and resolve these issues at no additional cost.
 - b. The Contractor or Dealers/Resellers shall provide information to the agency on any special wiring required when the wiring is not the normal 110/15 amp, 3-prong, grounded outlet and/or requires a dedicated line. Special wiring and dedicated lines are the responsibility of the ordering agency. Contractor or Dealer/Reseller shall notify the agency prior to three (3) business days before the installation of any special electrical requirements.
 - c. Clean-up and remove all debris and rubbish resulting from their work as required by the ordering agency. Upon completion of the work, the premises **must** be left in good repair and in an orderly, neat, clean, and unobstructed condition.
 - d. Complete installation within fourteen (14) calendar days from the date of delivery, unless another schedule is approved by the ordering agency.

5.4 MAINTENANCE

- A. Services offered **must** be limited to those that are directly associated to the Manufacturer's equipment, Accessories, and software listed in the contract.
- B. OSP reserves the right to review the list of maintenance services being offered and to eliminate any service that is beyond the scope of the contract.
- C. If bid, Prospective Contractors **shall** provide discounts/MSRP and a description for all maintenance services proposed on Tab 2, 3, 4, 5 of the Official Bid Price Sheets.
- D. Supplies bid as part of the maintenance plan **must** be Original Equipment Manufacturer (OEM) supplies.
- E. Any overage charges that are assessed for maintenance plans bid **must** be charged as a cost per copy. Prospective Contractors **shall** provide their overage charge on Tab 2, 3 4, 5 of the Official Bid Price Sheets.

- F. If utilizing a Dealer/Reseller, the Dealer/Reseller may coordinate for the Contractor to fulfill the requirements for maintenance directly.
- G. If requested by the agency the Contractor **shall** assist the Dealer/Reseller directly with maintenance issues.

5.5 **TECHNICAL SUPPORT**

- A. The Prospective Contractor or Dealer/Reseller **shall** provide a toll-free assistance number to accept calls Monday through Friday, between the hours of 8:00 A.M. and 4:30 P.M. Central Time for end-user technical support which ordering agencies can utilize for everyday minor troubleshooting. Technically knowledgeable personnel **shall** be available during these hours to answer questions and provide assistance to the staff of the ordering agencies.
- B. Additional technical support options may be purchased by an ordering agency to provide advanced support. If bid, options **must** be included on Tab 2,3,4, and 5 under the “additional maintenance options” section for each piece of equipment bid of the Official Bid Price Sheet.
 - 1. The Prospective Contractor or Dealer/Reseller **shall** provide an ordering agency with the following information regarding any additional technical support purchased:
 - a. Provisions of technical support.
 - b. Any items excluded from technical support.
 - c. Contact information including a toll-free assistance number.
- C. The Prospective Contractor or Dealer/Reseller **shall** provide, at no cost, product literature, user-manuals, and access to online resources at time of installation.

5.6 **TRAINING**

- A. Following installation, the Contractor or Dealer/Resellers **shall** provide training for all products placed at the ordering agencies location(s).
 - 1. Training sessions **must** be a minimum of one (1) hour. If an agency orders a large volume of machines, an alternative training session schedule may be discussed and approved by the ordering agency.
- B. Training **must** include at a minimum: basic features and functions of the equipment, standard use of the equipment to networked users, and technical advisement on networking.
- C. Training **must** be conducted at the Agency's location within ten (10) days of delivery or installation (if installation is purchased), unless an alternative date and method is approved by the ordering agency.
- D. Any additional or specialty training needed by agency personnel **must** be provided at a per hour rate on Tab 8, Table A, of the Official Bid Price Sheet.

5.7 **TRADE-IN**

- A. The Contractor or Dealer/Reseller **shall** honor the State's option to offer used equipment in trade as part of the purchase price, in accordance with values in effect at the time the item is traded.
- B. Trade-in equipment is represented by the State “as is” and expresses no warranty as to its condition.
- C. Equipment for trade-in **must** be picked up by the Contractors or Dealer/Reseller at the time and date requested in the agency's purchase order and **must be** removed at Contractor or Dealer/Reseller expense.
- D. If any trade-in equipment contains a hard drive, it will be the State's responsibility to overwrite and sanitize the hard drive prior to equipment removal. However, if the agency requests the Contractor or Dealer/Reseller to sanitize the hard drive, that cost can be deducted from the trade-in value given by the Contractors or Dealer/Reseller.

5.8 **WARRANTY**

- A. The Contractor or Dealer/Reseller **shall** provide, at a minimum, a one (1) year or the Manufacturer's standard warranty, whichever is greater, for all equipment at no additional charge to the State.
- B. The Contractor or Dealer/Reseller **shall** provide, at a minimum, a ninety (90) day or the Manufacturer's standard warranty, whichever is greater, for all software at no additional charge to the State.
- C. If bid, Prospective Contractors **shall** provide discounts off the MSRP for additional warranties proposed on Tab 2, 3, 4, 5 of the Official Bid Price Sheets under software and/or additional maintenance.

5.9 **PERFORMANCE STANDARDS**

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided that a Contractor **shall** meet in order to avoid assessment of damages.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration. The table below identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- C. The State has the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the input of the Contractor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards will become an official part of the contract.
- E. Performance Standards will continue throughout the aggregate term of the contract.
- F. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- G. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.
- H. Should any compensation be owed to the State agency due to the assessment of damages, Contractor **shall** follow the direction of the State agency regarding the required compensation process.

Service Criteria	Acceptable Performance	Damages for Insufficient Performance
Performance of Equipment	Equipment, including components and software, operates at a 96% level	<ol style="list-style-type: none"> 1) Less than 96% performance level over any consecutive 5-day working period: <ul style="list-style-type: none"> • A credit for each business day under four (4) Working Hours until issue is resolved. 2) Continual equipment malfunction for any sixty (60) calendar day period: <ul style="list-style-type: none"> • 25% credit of monthly charge for each month that equipment was continually malfunctioning, and the agency may terminate the agreement.

SECTION 6 – MANAGED PRINT SERVICES REQUIREMENTS

Do not provide responses to items in this section unless specifically and expressly required.

6.1 OVERVIEW

This Section of the IFB relates to Managed Print Services. Prospective Contractors may bid these services if desired.

6.2 MANAGED PRINT SERVICES (MPS)

A. At a minimum, the Contractor **shall** provide the following main components of an MPS engagement:

1. A customer needs assessment which includes, but is not limited to, documentation of current workflow and business process; identification of service, supplies, and parts; identifying current output; providing total cost of ownership; identifying employee to device ratio; and providing a preliminary estimated cost savings.
2. Selective or general replacement of existing devices.
3. The service, parts, and supplies needed to operate the new and/or existing devices, including equipment owned by the customer that may be of another Manufacturer.
4. The free initial assessment **must not** constitute a commitment on behalf of the ordering entity. Upon request from an ordering agency, the Prospective Contractor **shall** provide the assessment with the understanding that the ordering agency is under no obligation to enter into an MPS engagement.

B. The Contractor **shall** track how the current fleet of equipment is being used, the problems associated with that use, and customer satisfaction regarding the Statement of Work (SOW) objectives.

C. The Prospective Contractor **shall** offer project implementation services as well as customer help-desk support and training in addition to the ongoing monitoring and management of a fleet of devices

D. The Prospective Contractor may also offer hourly services for:

1. Consulting purposes
2. Project management
3. Change management plans
4. Other staffed services which meet customer needs, such as to operate copy centers or complete back file scanning projects.

E. MPS may also include enterprise content management services and workflow optimization components, such as scanning and document capture solutions, developing custom applications that automate paper-intensive document workflows, and routing scanned pages to document management systems.

F. MPS can also be extended to include document workflows restructuring. Some MPS engagements may be designed to improve document security. Others may be designed to reduce print volumes and power consumption for economic reasons.

G. For all MPS engagements, the Prospective Contractor and ordering agency **shall** complete a detailed SOW and it **must** be approved by both parties prior to the engagement being initiated.

H. The Prospective Contractor **shall** offer as a basic component of MPS consumable supply services at no additional cost to the agency. The Contractor **shall** manage the output device consumables, procurement, and restocking of consumables. This **must** include, but is not limited to:

1. Toner/Ink cartridges

2. Developer
3. Drums
4. Staples

I. The Contractor **shall** manage all tracking of output devices, to include:

1. Physical location of any device
2. Device usage
3. Maintenance records

J. If required by the agency, the Contractor **shall** account for usage of document output devices being provided under MPS that can track usage costs by:

1. Job
2. Task
3. Device
4. User
5. Location
6. Department
7. Other similar agency/entity requirement.

K. Costs for any counting device must be included in monthly MPS pricing to agency/entity.

6.3 **MPS ENGAGEMENT REQUIREMENTS**

A. All MPS engagements **must** include the following:

1. Implementation: Includes developing a plan that must include progress milestones, installation of hardware and software, and set-up.
2. Remote Device Monitoring: Includes job accounting functions, automated meter reads, and automated toner replenishment.
3. End-user Support: Includes system training and help-desk training.
4. Account Management: Includes reporting, invoicing, and customer business reviews. This **must** include reports by output device(s); usage for printing, copying (B&W and color), faxing, scanning; consumable usage (including ink/toner), cost savings; and cost analysis.

6.4 **MPS ENGAGEMENT OPTIONS**

A. If requested by the agency, an MPS engagement **shall** include the following:

1. Professional Services: Such as consulting, project management, records management, network and data security, document workflow consulting, document scanning, and back-file conversion.
2. Cost-based Assessment: Which may include asset mapping, an end-user survey, a detailed recommendation, analysis, and plan design.
3. Change Management: Such as migrating to new machines or services.
4. Maintenance: Which may include preventative maintenance, service and repair, on-site break/fix, parts

management, and/or warranty management.

5. Ongoing Fleet Management: Which may include optimization of consumable spend, continual assessments, add/move/change services, and disaster recovery.
6. Software and Cloud Solutions: Which may include enterprise content management, automated workflow, capture and route, and security.
7. Cartridge Recycling

- B. MPS pricing and billing options should be flexible, and the ordering agency will drive, and have final approval of, the complexity of the solution required with a staged approach to implementation.

6.5 **INSTALLATION/RELOCATION SERVICES**

- A. The Contractor **shall** provide installation of new output devices, relocation of existing or new output devices, and continued modification/upgrade of output devices. All installation and removal charges, including the purging of hard disk drive data, **shall** be included in the cost of an MPS agreement.

- B. The Contractor **shall**:

1. Perform all installations
2. Verify proper operation of all equipment
3. Notify agency if there are requirements for the equipment to be installed and obtain agency approval before work begins.
4. Inquire regarding logistics, including:
 - a. Stairs
 - b. Elevators
 - c. Loading dock

- C. Installation and relocation services will be considered complete when approved in writing by the agency.

6.6 **TRAINING**

- A. The Contractor **shall** provide output device and work-flow training to assist the agency/entity in taking full advantage of the Managed Print Service.
- B. For new device installations, the Contractor **shall** provide (at a minimum) one (1) on-boarding training session per new device model/category.
- C. The number of training sessions **must** reflect the size and scope of the installation and the number of users.
- D. Each training session **must** be a minimum of one (1) hour in length and familiarize users with the new device(s).
- E. Training services **must** include:
 1. Instructional sheets, user guides, and other related documentation as part of the program rollout.
 2. An ongoing training as required in the SOW.
 3. Refresher training as required in the SOW.
 4. Updated technology training as required in the SOW.

5. One on-boarding training session per new device.
6. Familiarization of users with new devices

6.7 **HELP DESK SERVICES**

A. The Contractor **shall** provide technical assistance in the installation, operation, and maintenance of MPS document output devices as requested by the agency during Working Hours at no additional cost. Technical services **must** include assistance in:

1. Installation
2. Networking configuration of new devices
3. Networking configuration of software

B. The Contractor **shall** supply a toll-free assistance number to accept calls Monday thru Friday, 8:00 A.M. to 4:30 P.M. Central Time and email address for agency/entity to report:

1. Trouble tickets
2. Maintenance issues
3. Other How-To inquiries as needed

C. The Prospective Contractor **shall** provide a support process that includes the ability to:

1. Track confirmation of receipt of service calls
2. Track resolution of service calls.

6.8 **MAINTENANCE**

A. The Prospective Contractor **shall** provide full maintenance to include all:

1. Labor
2. Parts, including drums
3. Services, including:
 - a. Repairs
 - b. Machine/Device adjustments
4. Regular maintenance
5. Preventive maintenance, which:
 - a. **Must** be based on individual needs of each machine in accordance with Manufacturer specifications
 - b. Includes, but is not limited to:
 - i. Lubrication
 - ii. Replacement of unserviceable parts
 - iii. Necessary adjustments
 - iv. A minimum of at least one preventive maintenance inspection per quarter

6. For equipment not in operation for eight (8) Working Hours from notification of a reported outage, the Prospective Contractor **shall** furnish a document output device of same specifications until the unit is operational. The Prospective Contractor **shall not** charge the agency for this service.
7. Service/History logs **must** be provided to agency upon request. The logs **must** identify the:
 - a. Type and model of the device
 - b. Location of the device
 - c. Cause for the breakdown
 - d. Length of time, in Working Hours, machine was down

B. A monthly maintenance rate **must** be provided by the Prospective Contractor to the agency in the agreement.

6.9 END OF ENGAGEMENT/TRANSITION SERVICES

- A. The Contractor **shall** provide de-installation and removal of Contractor equipment and **shall** provide a plan, seventy-two (72) hours in advance of removal, to coordinate these services with the agency/entity. Services **must** include, but are not limited to:
 1. Managing all return processes for all devices provided by Contractor
 2. Performing and accrediting purge of hard drive data security
 3. Timely removal to meet agreed upon removal completion date
 4. Agency will not be liable for payment after the official end of the engagement period
- B. The Prospective Contractor **shall** provide to the agency/entity within seventy-two (72) hours of agency notification to end engagement, an end of engagement transition plan that includes, at a minimum, consideration of the following:
 1. Hardware, software and data network licenses and contracts
 2. Knowledge transfer facilitated with documentation
 3. Key personnel
 4. Data on disks, storage locations, etc.
 5. Coordination with agency staff
 6. Orderly transition to a successor MSP Contractor

6.10 DATA SANITIZATION

- A. The Contractor or Dealer/Reseller **shall** ensure equipment undergoes a Department of Defense three-pass minimum level erasure of hard drive at the end of the rental term. Hard drive sanitization **must** be at no cost to the ordering agency.
- B. A certificate (which may be sent electronically) **must** be provided to the agency verifying the hard drive has been sanitized per standards as stated herein.
 1. If the hard drive is cleansed at the agency location, the certificate **must** be provided within two (2) business days after equipment removal.
 2. If the hard drive is cleansed at the Contractor or Dealer/Reseller location, the certificate **must** be provided within twenty (20) business days after equipment removal.

- C. At the agency's discretion, hard drives that cannot be sanitized according to standards as stated herein **must** be returned to the State by the Contractor or Dealer/Reseller.
- D. All proposed equipment containing a hard drive **must** include as an available option HDD Overwrite and/or HDD Encryption software.

6.11 **PERFORMANCE STANDARDS**

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided that a Contractor **shall** meet in order to avoid assessment of damages.
- B. At the time of finalizing the SOW, the ordering agency will establish Performance Standards with the Contractor. The requesting State agency will be open to negotiations of Performance Standards prior to final approval of a Statement of Work (SOW) by the State ordering agency, prior to the commencement of services, or at times throughout the contract duration.
- C. The requesting State agency has the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State agency determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the input of the Contractor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards will become an official part of the contract.
- E. Performance Standards will continue throughout the aggregate term of the contract.
- F. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- G. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.
- H. Should any compensation be owed to the State agency due to the assessment of damages, Contractor **shall** follow the direction of the State agency regarding the required compensation process.

SECTION 7 – GENERAL CONTRACTUAL ITEMS

- **Do not provide responses to items in this section.**

7.1 PAYMENT AND INVOICE PROVISIONS

- A. Forward invoices to the agency address as provided on the agency's Purchase Order.
- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the agency.
- C. Do not invoice the State in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the Contractor or Dealer/Reseller has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The Dealer/Reseller should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- G. Selected Dealer/Reseller **shall** be registered to receive payment and future *Bid Solicitation* notifications. Contractors and Dealer/Resellers may register on-line at <https://www.ark.org/contractor/index.html>.
- H. Payments **must** only be made to the entity (Contractor or Dealer/Reseller) providing the sales and service for the equipment. Payments **must** not be split between the Manufacturer and a Dealer/Reseller (i.e. Contractor invoices equipment and the Dealer/Reseller invoices for maintenance/service).

7.2 GENERAL INFORMATION

- A. The State will not:
 - 1. Rent any equipment or software for time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a thirty (30) day written notice to the Contractor in the event funds are not appropriated.
 - 2. Contract with another party to indemnify and defend that party for any liability and damages.
 - 3. Pay damages, legal expenses or other costs and expenses of any other party.
 - 4. Continue a contract once any equipment has been repossessed.
 - 5. Agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
 - 6. Enter a contract which grants to another party any remedies other than the following:
 - a. The right to possession.
 - b. The right to accrued payments.
 - c. The right to expenses of de-installation.
 - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- B. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- C. The laws of the State of Arkansas govern this contract.

- D. A contract is not effective prior to award being made by a State Procurement Official.

7.3 **CONDITIONS OF CONTRACT**

- A. Observe and comply with Federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- B. Indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or Dealers/Resellers of the Contractor.

7.4 **CONTRACT ASSIGNMENT**

- A. The Contractor **must not** assign the contract in whole or in part or any payment arising there from without the prior written consent of the State Procurement Official.
- B. The Contractor **must not** delegate any duties under this contract to a Dealer/Reseller unless the State Procurement Official has given written consent to the delegation.
- C. All outline agreements (contracts) **must** be made out to the Manufacturer. Then, the Dealer/Reseller **must** be partnered (in AASIS) for the Dealer/Reseller to receive the purchase order, issue invoices and for the payment to be made to the Dealers/Resellers.
- D. If during the contract a Dealer/Reseller loses their certification to sell/service assigned items, the Arkansas Office of State Procurement **must** provide the opportunity for:
 - 1. The Manufacturer to take over as the prime Contractor for the remainder of the award term of the purchase order, and
 - 2. The Manufacturer, at the time of takeover, to delegate the sales/service of the purchase orders to an approved Dealer/Reseller.

7.5 **STATEMENT OF LIABILITY**

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of Contractor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The Contractor will retain total liability for equipment, software and technical and business or operations literature. The State will not at any time be responsible for or accept liability for any Contractor-owned items.
- B. The Contractor's liability for damages to the State will be limited to the value of the Contract. The foregoing limitation of liability will not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The Contractor and the State will not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability will not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **must not** be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, will be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

7.6 RECORD RETENTION

- A. Maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, grant access to State or Federal Government entities or any of their duly authorized representatives.
- B. Make financial and accounting records available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

7.7 CONFIDENTIALITY

- A. The Contractor, Contractor's Dealers/Resellers, and Contractor's employees will be bound to all laws and to all Requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State has the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

7.8 CONTRACT INTERPRETATION

Should the State and Contractor interpret specifications differently, either party may request clarification. However; if an agreement cannot be reached, the determination of the State is final and controlling.

7.9 CANCELLATION

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the contract and provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. To the extent permitted by law and at the discretion of the parties, the parties may agree to minor amendments to the contract and avoid the cancellation for cause upon mutual agreement.
- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation sixty (60) days prior to the date of cancellation.
- C. If upon cancellation the Contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.
- D. If a Contract is cancelled, all purchase orders received prior to the date of cancellation **shall** be fulfilled by the Contractor(s).

7.10 SEVERABILITY

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the Contractor will be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it will not be affected by such declaration or finding and **must** be fully performed.

SECTION 8 – STANDARD TERMS AND CONDITIONS

- *Do not provide responses to items in this section.*
- 1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
- 2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
- 3. **BID SUBMISSION:** Original Bid Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Bid Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be rejected. The person signing the bid should show title or authority to bind his firm in a contract. Multiple bids **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
- 4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
- 5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Contractor **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
- 6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or Manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the Manufacturer, brand or trade name, and other descriptions, and should include the Manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternate to the referenced brand name or Manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
- 7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
- 8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the Contractor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
- 9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the Contractor.
- 10. **AMENDMENTS:** Contractor's bids cannot be altered or amended after the bid opening except as permitted by regulation.
- 11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
- 12. **AWARD:** Term Contract: A contract award will be issued to the successful Contractor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful Contractor.
- 13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the Contractor.

- 14. DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
- 15. STORAGE:** The ordering agency is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.
- 16. DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting Contractor. The Contractor **must** give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the Contractors list or suspension of eligibility for award.
- 17. VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
- 18. INVOICING:** The Contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
- 19. STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Contractor hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by the agency or by OSP. Contractor **shall** properly identify items being returned.
- 20. PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
- 21. ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
- 22. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the Contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such Dealers/Resellers or Contractor.
- 23. CONTINGENT FEE:** The Contractor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.
- 24. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Bid Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
- 25. DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.