

STATE OF NORTH CAROLINA Department of Information Technology Statewide IT Strategic Sourcing Office	INVITATION FOR BIDS NO. ITS-400096	
	Offers will be publicly opened: August 2, 2016	
Refer <u>ALL</u> inquiries regarding this IFB to: Debbie Patterson, Procurement Officer debbie.patterson@nc.gov 919-754-6619	IFB Issue Date: June 17, 2016	
	Commodity Number: 204, 600	
	Description: Printer / Multifunction Device Equipment for Purchase or Lease with Support	
	Using Agency: Statewide	
See page 2 for mailing instructions.	Requisition No.: N/A	

OFFER AND ACCEPTANCE: The State seeks offers for the goods, software, and/or services described in this solicitation. The State's acceptance of any offer shall be demonstrated by execution of the acceptance found below and any subsequent Request for Best and Final Offer, if issued. Acceptance shall create a contract having an order of precedence as follows: In cases of conflict between documents comprising the contract, the order of precedence shall be (1) Best and Final Offers, if any, (2) special terms and conditions specific to this Invitation for Bids (IFB), (3) specifications, (4) Department of Information Technology Terms and Conditions of this IFB, and (5) the agreed portions of the awarded Vendor's offer. **No contract shall be binding on the State until an encumbrance of funds has been made for payment of the sums due under the contract.**

EXECUTION: In compliance with this IFB and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all Services or goods upon which prices are offered, at the price(s) offered herein, within the time specified herein. By executing this offer, I certify that this offer is submitted competitively and without collusion.

Failure to execute/sign offer prior to submittal shall render offer invalid. Late offers are not acceptable.

OFFEROR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO
PRINT NAME & TITLE OF PERSON SIGNING:	FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Offer valid for ninety (90) calendar days from date of offer opening unless otherwise stated here: ___ calendar days

ACCEPTANCE OF OFFER: If any or all parts of the offer are accepted, an authorized representative of NCDIT shall affix their signature hereto. A copy of this acceptance will be forwarded to the awarded Vendor(s).

FOR NCDIT USE ONLY <i>Offer accepted and contract awarded this _____ day of _____, 2016, as indicated on attached certification,</i> <i>by _____ (Authorized representative of NCDIT).</i>

DELIVERY INSTRUCTIONS: Vendor shall deliver **one (1) signed original printed version of its offer and one (1) copy of its offer** to Issuing Agency in a sealed package with Company Name and IFB Number clearly marked on the front. Vendor shall return all the pages of this solicitation in its response. Vendor shall also submit **one (1) signed, executed electronic copy of its offer** on USB Flash Drive or read-only CD/DVD(s). The files shall not be password-protected and shall be capable of being copied to other media.

Vendor shall address envelope and indicate IFB Number as shown below. Please note that the U.S. Postal Service does not deliver any mail (U.S. Postal Express, Certified, Priority, Overnight, etc.) on a set delivery schedule to this Office. **It is the responsibility of the Vendor to have the offer in this Office by the time and date of opening specified in Table 2 of this IFB.**

DELIVER TO:
IFB NUMBER: ITS-400096 North Carolina Department of Information Technology Attn: Debbie Patterson, Procurement Officer 3900 Wake Forest Road Raleigh, NC 27609

Sealed offers for furnishing and delivering the Services, Software, and Products as described herein, subject to the conditions made a part hereof, will be received at the North Carolina Department of Information Technology, located at 3900 Wake Forest Road, Raleigh, NC 27609 until the date and time listed in Table 2 of this IFB. Vendor shall submit offer in a sealed package with the Execution page signed and dated by an official authorized to bind the Vendor's firm. Failure to return a signed offer shall result in disqualification. All offers shall comply with Section F. Proposal Content and Organization.

Offers will not be accepted by electronic means. This IFB is available electronically at <https://www.ips.state.nc.us/ips/>.

VENDOR STANDARD AGREEMENT(S): The terms and conditions of Vendor's standard services, license, maintenance or other agreement(s) applicable to Services, Software and other Products acquired under this Agreement may apply to the extent such terms and conditions do not materially change the terms and conditions of this Agreement. In the event of any conflict between the terms and conditions of this Agreement and the Vendor's standard agreement(s), the terms and conditions of this Agreement relating to audit and records, jurisdiction, choice of law, the State's electronic procurement application of law or administrative rules, the remedy for intellectual property infringement and the exclusive remedies and limitation of liability in the NCDIT Terms and Conditions herein shall apply in all cases and supersede any provisions contained in Vendor's relevant standard agreement or any other agreement. The State shall not be obligated under any standard license and/or maintenance or other Vendor agreement(s) to indemnify or hold harmless the Vendor, its licensors, successors or assigns; nor arbitrate any dispute, nor pay late fees, legal fees or other similar costs.

DIGITAL IMAGING: The State will digitize the Vendor's offer if not received electronically, and any awarded contract together with associated contract documents. This electronic copy shall be a preservation record, and serve as the official record of this solicitation with the same force and effect as the original written documents comprising such record. Any printout or other output readable by sight shown to reflect such record accurately is an "original."

VENDOR QUESTIONS: Using Attachment A, Vendor shall submit any questions it may have regarding this IFB or the IFB process via e-mail to debbie.patterson@nc.gov with a subject line of "Questions - IFB ITS-400096". Written questions concerning this IFB will be received until the date and time listed in Table 2 of this IFB.

The State will prepare responses to all written questions submitted, and post an addendum to this IFB on the Interactive Purchasing System (IPS) <https://www.ips.state.nc.us/ips/>. Oral answers are not binding on the State.

Vendor contact regarding this IFB with anyone other than the Procurement Officer listed on page 1 of this IFB may be grounds for rejection of said Vendor's offer.

ADDENDUM TO IFB: If a Pre-Offer Conference is held or written questions are received prior to the submission date, an addendum comprising questions submitted and responses to such questions, or any additional terms deemed necessary by the State will be posted to the Interactive Purchasing System (IPS), <https://www.ips.state.nc.us/ips/>, and shall become an Addendum to this IFB. Vendors' questions posed orally at any Pre-Offer Conference shall be reduced to writing by the Vendor and provided to the Purchasing Officer as directed by said Officer.

Critical updated information may be included in these Addenda. It is important that all Vendors bidding on this IFB periodically check the State website for any and all Addenda that may be issued prior to the offer opening date.

BASIS FOR REJECTION: Pursuant to 9 NCAC 06B.0401, the State reserves the right to reject any and all offers, in whole or in part; by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered; non-compliance with the requirements or intent of this solicitation; lack of competitiveness; error(s) in specifications or indications that revision would be advantageous to the State; cancellation or other changes in the intended project, or other determination that the proposed requirement is no longer needed; limitation or lack of available funds; circumstances that prevent determination of the best offer; or any other determination that rejection would be in the best interest of the State. If either a unit price or an extended price submitted by a Vendor is obviously in error and the other is obviously correct, the incorrect price will be disregarded.

NOTICE TO VENDORS: The State objects to and will not be required to evaluate or consider any additional terms and conditions submitted with a Vendor's offer. This applies to any language appearing in or attached to the document as part of the Vendor's offer. By execution and delivery of this Invitation for Bids and response(s), the Vendor agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect unless such are specifically accepted by the State.

LATE OFFERS: Regardless of cause, late offers will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to ensure delivery at the designated office by the designated time. Late offers will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM: Vendor Link NC allows Vendors to electronically register with the State to receive electronic notification of current procurement opportunities for goods and Services available on the Interactive Purchasing System at the following web site: <https://www.ips.state.nc.us/ips>

Table of Contents

Section A. Intent, Use, Duration, and Scope 5

Section B. General Information 6

 1. **IFB Schedule** 6

 2. **Instructions to Vendors** 6

 3. **General Conditions for Offers** 7

 4. **Award Process** 11

Section C. Technical Specifications..... 12

Section D. Price Proposal 15

Section E. Other Requirements and Special Terms 17

Section F. Proposal Content and Organization..... 27

Section G. Department of Information Technology Terms and Conditions..... 29

Section H. Lease Terms and Conditions 43

Attachment A: Question Submission Template 48

Attachment B: Offeror Response Template 49

Attachment C: Customer Reference Template 52

Attachment D: Technical Specifications 53

Attachment E: Price Proposal..... 54

Attachment F: Vendor Contact Form 65

NOTE TO VENDORS: You may contact the Procurement Officer listed on page 1 of this IFB to obtain editable versions of the above Attachments to facilitate the development of your response to this IFB. Editable versions of the main IFB document will not be provided.

Section A. Intent, Use, Duration, and Scope

- 1) The purpose of this IFB is to solicit offers and select multiple Vendors to provide printer and multifunction device equipment and associated peripherals for purchase or lease, with options for support, to Agencies within the State of North Carolina.
- 2) Vendor shall only offer Agencies items listed in Table 1 under this contract. NCDIT Contract Administrator reserves the right to remove Vendor from this contract if Vendor offers Agencies, under this contract, items that are not listed in Table 1.

In Scope of this IFB
<ul style="list-style-type: none">• New inkjet / thermal printers and associated peripherals for purchase• New inkjet / thermal multifunctional devices (MFDs) for purchase• New laser / LED printers and associated peripherals for purchase and lease• New digital multifunctional devices (MFDs) for purchase and lease• Refurbished laser / LED printers for purchase• Refurbished MFDs for purchase• Maintenance coverage for laser / LED printers and MFDs• Extended or upgraded warranties for inkjet / thermal printers, laser / LED printers, and MFDs

Table 1: IFB Scope

- 3) The purchase of toner or ink cartridges for printers and multifunctional devices is not in the scope of this IFB. The North Carolina Department of Administration Division of Purchase and Contract has established and manages the 615A Office Supplies State Term Contract that includes toner and ink cartridges for printers and multifunctional devices.
- 4) The State will accept offers from and award contracts to only Original Equipment Manufacturers (OEMs) of printer and multifunctional devices (MFDs), or their single authorized representative. This does not preclude OEM vendors from including third parties, subcontractors, and partners to deliver the goods and services of this IFB to Agencies during the contract period. However, the State and Agencies shall work directly with the awarded Vendor for ordering and invoicing.
- 5) This solicitation will result in a Term Contract pursuant to 9 NCAC 06B.0701(1) to consolidate the normal anticipated requirements of Agencies. This contract shall be and operate as a multiple Vendor contract. The contract shall be a MANDATORY Statewide Term Contract for the use of Executive State Agencies. Further, it may be used as a Convenience Contract, available, but not mandatory, for the use of non-Executive State Agencies permitted by law. Such entities include the North Carolina University System and its member campuses, Instructional components of the Department of Public Instruction, Instructional components of the North Carolina Community College System, as well as local (municipal and county) governments.
- 6) In addition, the State reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one Vendor is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; and where other factors are deemed to be necessary or proper to the purchase in question.
- 7) Vendors are cautioned that the State cannot, does not, and will not guarantee purchase quantities to be made under this contract. The historic value of the existing 204D – Printers and Peripherals and 600B – Copiers with Maintenance and Supplies statewide IT term contracts over the previous three (3) years is approximately \$43 million in total.

- 8) A contract awarded pursuant to this IFB shall have an effective date as provided in the Notice of Award. The term shall be three (3) years, and will expire upon the anniversary date of the effective date unless otherwise stated in the Notice of Award, or unless terminated earlier. The State retains the option to extend this contract for two (2) additional one (1) year periods at its sole discretion.

Section B. General Information

1. IFB Schedule

The responsible parties and date and times for the IFB's key activities are provided in Table 2. The State will make every effort to adhere to the schedule in Table 2, but reserves the right to amend the IFB Schedule.

Activity	Responsibility	Date	Time
Issue IFB	Statewide IT Strategic Sourcing Office	June 17, 2016	
Pre-Offer Vendor Conference (MANDATORY)	Statewide IT Strategic Sourcing Office	June 28, 2016	10:00 AM Eastern
Deadline To Submit Questions (using Attachment A)	Vendors	July 1, 2016	2:00 PM Eastern
Issue Response to Written Questions / IFB Amendments	Statewide IT Strategic Sourcing Office	July 7, 2016	
Deadline To Submit Offer	Vendors	August 2, 2016	2:00 PM Eastern
Evaluate Offers	Statewide IT Strategic Sourcing Office	August 12, 2016	
Conduct Negotiations (if needed)	Statewide IT Strategic Sourcing Office and Finalist Vendors	August 19, 2016	
Deadline to Submit Best and Final Offers (if needed)	Finalist Vendors	August 23, 2016	2:00 PM Eastern
Award Contract	Statewide IT Strategic Sourcing Office	August 31, 2016	
Deadline to Submit Protest	Vendors	15 calendar days after award	

Table 2: IFB Schedule

2. Instructions to Vendors

- A. Offers submitted electronically, or via facsimile (FAX) machine will not be accepted.
- B. **EXECUTION**: Failure to sign under EXECUTION section will render offer invalid.
- C. **TIME FOR CONSIDERATION**: Unless otherwise indicated on the first page of this document, Vendor's offer shall be valid for ninety (90) calendar days from the date of offer opening
- D. **PROMPT PAYMENT DISCOUNTS**: Vendors are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
- E. **MISCELLANEOUS**: Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

F. **E-PROCUREMENT**: **This is an e-procurement solicitation.** See Paragraph 48 in Section G. Department of Information Technology Terms and Conditions. The 1.75% transaction fee only applies to purchase orders issued through the Statewide E-Procurement Service for goods. Purchases of goods conducted outside the Statewide E-Procurement Service and all purchases of services including maintenance agreements and leasing, are exempt from the 1.75% transaction fee.

1. The Terms and Conditions made part of this solicitation contain language necessary for the implementation of North Carolina's statewide e-procurement initiative. It is the Vendor's responsibility to read these terms and conditions carefully and to consider them in preparing the offer. By signature, the Vendor acknowledges acceptance of all terms and conditions including those related to e-procurement.
2. General information on the e-procurement service can be found at <http://eprocurement.nc.gov/>
3. Within two (2) business days after notification of award of a contract, Vendor shall register in NC E-Procurement @ Your Service at the following web site: <http://eprocurement.nc.gov/Vendor.html>
4. As of the IFB offer submittal date, the Vendor shall be current on all e-Procurement fees. If the Vendor is not current on all e-Procurement fees, the State may disqualify the Vendor from participation in this IFB.
5. If the awarded Vendor does not stay current on all e-Procurement fees, the State may remove the Vendor from the contract for a thirty (30) day period or until resolution, whichever is shorter. If the Vendor is making a reasonable effort to resolve any past due fees, no penalty will be imposed. The determination of the reasonable effort criteria will be at the discretion of the Statewide IT Strategic Sourcing Office.

G. **E-VERIFY**: Pursuant to N.C.G.S. § 143B-1350(k), the State shall not enter into a contract unless the awarded Vendor and each of its subcontractors comply with the E-Verify requirements of N.C.G.S. Chapter 64, Article 2. Vendors are directed to review the foregoing laws. Any awarded Vendor shall submit a certification of compliance with E-Verify to the awarding agency, and on a periodic basis thereafter as may be required by the State.

H. **IRAN DIVESTMENT ACT**: Pursuant to N.C.G.S. § 147-86.55 et seq., the State shall not enter into a contract unless the awarded Vendor provides a certification of compliance with the Iran Divestment Act to the awarding agency, and on a periodic basis thereafter as may be required by the State. Vendors are directed to review the foregoing laws. The State will provide the required certification to any awarded Vendor.

I. **PRE-OFFER CONFERENCE**: There will be a **MANDATORY** Pre-Offer Conference on the date and time in Table 2 of this IFB. Attendees shall meet promptly at time listed in Table 2 of this IFB at 3900 Wake Forest Road, Raleigh, North Carolina 27609. All attendees shall sign in upon arrival. During the Pre-Offer Conference, the Procurement Officer will review the scope of this IFB, the IFB schedule, and selected elements of the IFB. This includes walking through Attachment E. Vendors are cautioned that any information released to attendees during the Pre-Offer Conference shall be confirmed by written addendum before it can be considered to be a part of this IFB. **Offers will only be accepted and considered from Vendors that attend this mandatory Pre-Offer Conference.**

3. General Conditions for Offers

A. **Definitions, Acronyms and Abbreviations**: Generally, see 9 NCAC 06A.0102 for definitions. The following are additional defined terms:

1. **24x7**: A statement of availability of systems, communications, and/or supporting resources every hour (24) of each day (7 days weekly) throughout every year for periods specified herein. Where reasonable downtime is accepted, it will be stated herein. Otherwise, 24x7 implies NO loss of availability of systems, communications, and/or supporting resources.

2. **Click:** A printed, scanned, copied or faxed image on one side of a piece of paper by a Document Output Device
3. **Consumables:** Supplies used by a Document Output Device to generate an impression (e.g., toner and ink cartridges). Paper and staples are not included in Consumables.
4. **Document Output Device:** A device that produces a physical or electronic document containing images or text. Examples include printers, MFDs, copiers, scanners, fax machines, and wide format plotters.
5. **Fax:** Facsimile
6. **MFD:** Multifunction Device, which is a device that includes various capabilities, including but not limited to, printing, copying, scanning, and faxing
7. **MPS:** Managed Print Services
8. **MSRP:** Manufacturer Suggested Retail Price, or List Price. MSRP is defined as the product sales price list published in some form by the manufacturer or publisher of the product and available to and recognized by the trade. A price list prepared solely for this solicitation is not acceptable.
9. **NCDIT:** The North Carolina Department of Information Technology, formerly Office of Information Technology Services.
10. **OEM:** Original Equipment Manufacturer, which is a company that, as its primary business function, designs, assembles, owns the trademark/patent and markets Document Output Devices. The OEM's name(s) shall appear on the Document Output Devices.
11. **Peripherals:** Accessories that attach to, work with, and are supported by the Document Output Devices described elsewhere herein. Peripherals shall be present with the general offerings of the manufacturer, and as such, normally available from the manufacturer represented. Peripherals considered within the scope of this contract include, but are not limited to, paper handling accessories, printer cables, printer stands, memory, etc.
12. **PM:** Preventative Maintenance, which is maintenance that can be performed in advance of an actual problem or malfunction through the monitoring of internal diagnostic reports generated automatically by the Document Output Device
13. **Reasonable, Necessary or Proper:** as used herein shall be interpreted solely by the State of North Carolina.
14. **Replaceable Parts:** Parts (excludes Consumables) used by a Document Output Device that are generally replaced after some period of use, including but not limited to drums, fusers, photoconductors, rollers, imaging units, waste bottles/cartridges, and maintenance kits.
15. **Service Clicks:** Clicks generated on a managed Document Output Device initiated by the Vendor during the troubleshooting, repair, testing, calibration, preventative maintenance, or page count collection activities
16. **The State:** Is the State of North Carolina, and its Agencies.

Additional acronyms, definitions and abbreviations may be included in the text of the IFB.

- B. **Read, Review and Comply:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements and the State's intent as specified herein. If a Vendor discovers an inconsistency, error or omission in this solicitation, the Vendor shall request a clarification from the Procurement Officer listed on page 1 of this IFB. Questions and clarifications shall be submitted in writing using Attachment A and may be submitted by personal delivery, letter, fax or e-mail within the time period identified in Table 2 of this IFB.

- C. Vendor Eligibility: Vendor certifies that in accordance with N.C.G.S. § 143-59.1(b), Vendor is not an ineligible vendor as set forth in N.C.G.S. § 143-59.1 (a). Vendor shall provide this certification in Attachment B.
- D. Oral Explanations: The State will not be bound by oral explanations or instructions given at any time during the bidding process or after award. Vendor contact regarding this IFB with anyone other than the Procurement Officer listed on Page 1 of this IFB may be grounds for rejection of said Vendor's offer. Agency contact regarding this IFB with any Vendor may be grounds for cancellation of this IFB.
- E. Insufficiency of References to Other Data: **Only information that is received in response to this IFB will be evaluated.** Reference to information previously submitted or Internet Website Addresses (URLs) will not suffice as a response to this solicitation.
- F. Conflict of Interest: Applicable standards may include: N.C.G.S. §§143B-1352 and 143B-1353, 14-234, and 133-32. Vendor shall not knowingly employ, during the period of this contract, nor in the preparation of any response to this solicitation, any personnel who are, or have been, employed by a Vendor also in the employ of the State and who are providing Services involving, or similar to, the scope and nature of this solicitation or the resulting contract.
- G. Effective Date: This solicitation, including any Exhibits and completed Attachments, or any resulting contract or amendment shall not become effective nor bind the State until the appropriate State purchasing authority/official or Agency official has signed the document(s), contract or amendment; the effective award date has been completed on the document(s), by the State purchasing official, and that date has arrived or passed. The State shall not be responsible for reimbursing Vendor for goods provided nor Services rendered prior to the appropriate signatures and the arrival of the effective date of the contract. No contract shall be binding on the State until an encumbrance of funds has been made for payment of the sums due under the contract.
- H. Historically Underutilized Businesses: Pursuant to N.C.G.S. §§143B-1361(a), 143-48 and 143-128.4 and any applicable Executive Order, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. Additional information may be found at: <http://www.doa.nc.gov/hub/>. Vendor may indicate in Attachment B if it or any third parties, subcontractors, or partners it intends to use to deliver goods and services within the scope of this IFB to Agencies are a Historically Underutilized Business as defined by the State.
- I. Recycling and Source Reduction: It is the policy of this State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. The State also encourages and promotes using minimal packaging and the use of recycled/recyclable products in the packaging of goods purchased. However, no sacrifice in quality of packaging will be acceptable. Vendor remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Vendor may indicate in Attachment B how the products or packaging they offer have recycled content and are recyclable.
- J. Clarifications/Interpretations: Any and all questions regarding this document shall be addressed to the Procurement Officer listed on page 1 of this IFB. Vendor shall not contact the Agencies directly. Any and all revisions to this document shall be made only by written addendum from NCDIT. Vendor is cautioned that the requirements of this IFB can be altered only by written addendum and that verbal communications from whatever source are of no effect.
- K. Rights Reserved: While the State has every intention to award a contract as a result of this IFB, issuance of the IFB in no way constitutes a commitment by the State of North Carolina, or the procuring Agency, to award a contract. Upon determining that any of the following would be in its best interests, the State may:
1. waive any formality;

2. amend the solicitation;
 3. cancel or terminate this IFB;
 4. reject any or all offers received in response to this IFB;
 5. if the response to this solicitation demonstrate a lack of competition, negotiate directly with one or more Vendors;
- L. Submitting an Offer: Each Vendor submitting an offer warrants and represents that:
1. The offer is based upon an understanding of the specifications and requirements described in this IFB.
 2. Costs for developing and delivering responses to this IFB and any subsequent presentations of the offer as requested by the State are entirely the responsibility of the Vendor. The State is not liable for any expense incurred by the Vendors in the preparation and presentation of their offers.
- M. Information and Descriptive Literature: Vendor shall include in their offer specifications and technical literature sufficient to allow the State to determine that the equipment meets all requirements. This technical literature will be the primary source for evaluation of offered products. If a requirement is not addressed in the technical literature, it shall be supported by additional documentation and included with the Vendor's offer. Offers without sufficient technical documentation may be rejected. **Only information that is received in response to this IFB will be evaluated.** Reference to information previously submitted will not satisfy this provision. Offers, which do not comply with these requirements, will be subject to rejection.
- N. Samples: Sample of items, when required, shall be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the Vendor's expense. Written request for the return of samples shall be made within ten (10) calendar days following date of offer opening. Otherwise the samples will become the property of the State. Each individual sample shall be labeled with the Vendor's name, offer number, and item number. A sample, on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
- O. Non-Responsive Offers: Vendor's offer will be deemed non-responsive by the State and will be rejected without further consideration or evaluation if statements such as the following are included:
1. "This offer does not constitute a binding offer",
 2. "This offer will be valid only if this offer is selected as a finalist or in the competitive range",
 3. "The Vendor does not commit or bind itself to any terms and conditions by this submission",
 4. "This document and all associated documents are non-binding and shall be used for discussion purposes only",
 5. "This offer will not be binding on either party until incorporated in a definitive agreement signed by authorized representatives of both parties", or
 6. A statement of similar intent.
- P. Best and Final Offers (BAFO): If negotiations or subsequent offers are solicited, Vendor shall provide a BAFO in response. Failure to deliver a BAFO when requested shall disqualify the non-responsive Vendor from further consideration.
- Q. Statement of Support / Letter of Authorization From Manufacturer: The State will accept offers from and award contracts to only Original Equipment Manufacturers (OEMs) of printer and multifunctional devices (MFDs), or their single authorized representative. This does not preclude OEMs from including third parties, subcontractors, and partners as part of their proposed team to deliver the goods and services within the scope of this IFB to Agencies during the contract period. However, the State and Agencies shall work directly with the awarded Vendor for ordering and invoicing. If an OEM elects to have another Vendor submit an offer to this IFB as their single authorized representative, Vendor submitting the offer shall include with its offer a written, dated statement on the OEM's letterhead, addressed to the State of North Carolina, and signed by an individual authorized to bind the OEM, that stipulates:

1. Vendor submitting the offer is an authorized Vendor of the manufacturer's product line as it relates to the scope of this IFB.
2. OEM is committed to supporting the specifications and requirements of the contract for the duration of the contract, acknowledging that the Vendor submitting the offer bears sole performance responsibility as established by the Prime Vendor concept in Section G. Subsection 6 of this IFB. This includes the OEM's commitment to supporting the Vendor submitting the offer if successful by providing the OEM's products in a timely manner and in quantities necessary for the Vendor submitting the offer to fulfill the requirements of the contract.
3. OEM intends to maintain and publish the established method of pricing (U.S. MSRP or Price List) for the duration of this contract, and will make such information available to NCDIT and Agencies if requested.

4. Award Process

- A. Award of Contract: Responsive offers will be evaluated and acceptance may be made in accordance with Best Value procurement practices as defined by N.C.G.S. §143-135.9, and in accordance with N.C.G.S. §143B-1350(h), which provides that the offer shall be in substantial conformity with the specifications herein, and 09 NCAC 06B.0302. Unless otherwise specified by the State or the Vendor, the State reserves the right to accept any item or group of items on a multi-item offer. In addition, on agency specific or term contracts, NCDIT reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one Vendor is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by NCDIT to be pertinent or particular to the purchase in question.
- B. Award Intent: It is the general intent to award this contract to multiple Vendors. As provided by statute, award will be based on Best Value Analysis, Lowest Price Technically Acceptable Source Selection Method in accordance with N.C.G.S. §143B-1350(h), which provides that the offer shall be in substantial conformity with the specifications herein, and 09 NCAC 06B.0302.
- C. Possession and Review: During the evaluation period and prior to award, possession of the offers and accompanying information is limited to NCDIT personnel, and to the committee responsible for participating in the evaluation. Any Vendor who attempts to gain this privileged information, or to influence the evaluation process (i.e., assist in evaluation) will be in violation of purchasing rules and their offer will not be further evaluated or considered.
- D. Award Information: The State has implemented links to the Interactive Purchasing System (IPS) that allow the public to retrieve award information electronically from our Internet web site: <https://www.ips.state.nc.us/ips/>. Click on the IPS BIDS icon, click on Search for BID, enter the IFB Number **ITS-400096**, and then search. This information may not be available for several weeks dependent upon the complexity of the acquisition and the length of time to complete the evaluation process.
- E. Protest Procedures: Protests of awards exceeding \$25,000 in value shall be submitted to the issuing Agency at the address given on the first page of this document. Protests shall be received in this Office within fifteen (15) calendar days from the date of the contract award and provide specific reasons and any supporting documentation for the protest. Note: contract award notices are sent only to Vendors that are actually awarded contracts, and not to every person or firm responding to this solicitation. IFB status and Award notices are posted on the Internet at <https://www.ips.state.nc.us>. **All protests will be governed by Title 9, Department of Information Technology (formerly Office of Information Technology Services), Subchapter 06B Sections .1101 - .1121.**

Section C. Technical Specifications

Vendor shall refer to this section and Attachment D for a listing of Technical Specifications. **Vendor shall submit their responses to the listed Technical Specifications in Attachment B using the space provided below each Technical Specification.**

- 1) **Enterprise Architecture Standards:** The North Carolina Statewide Technical Architecture is located at the following website: <https://it.nc.gov/services/it-architecture/statewide-architecture-framework>. This provides a series of domain documents describing objectives, principles and best practices for the development, implementation, and integration of business systems. Agencies and Vendors shall refer to these Architecture documents when implementing enterprise applications and/or infrastructure.
- 2) **Enterprise Licensing:** In offering the best value to the State, Vendors are encouraged to leverage the State's existing resources and license agreements. The agreements may be viewed at: <http://it.nc.gov/services/license-and-agreements>
 - a. Vendor shall identify and explain in Attachment B components or products that are needed for your solution that may not be available or is missing from the State's existing license agreements.
 - b. Vendor shall identify in Attachment B if the Vendor can provide a more cost effective licensing agreement, please explain in detail the agreement and how it would benefit the State.
 - c. Vendor shall explain in Attachment B the transportability and transferability of the proposed license agreements. Any licenses or warranties purchased on behalf of the State for this project shall be transferable at the time the Vendor is paid under contract for said component.
- 3) **NCID:** The proposed solution shall externalize identity management and will be required to utilize the North Carolina Identity Service (NCID) for the identity management and authentication related functions performed by this application. NCID is the State's enterprise identity management (IDM) service. It is operated by the North Carolina Department of Information Technology. Additional information regarding this service can be found in the NCDIT Service Catalog at: <http://it.nc.gov/it-services> (see Identity Management - NC Identity Management under the main menu item Application Services) and the NCID Web site at: <https://www.ncid.its.state.nc.us/>. Vendor shall provide its response to this specification in Attachment B.
- 4) **Equivalent Items:** Whenever a material, article or piece of equipment is identified in the specification(s) by reference to a manufacturer's or Vendor's name, trade name, catalog number or similar identifier, it is intended to establish a standard, unless otherwise specifically stated as a brand specific requirement (no substitute items will be allowed). Any material, article or piece of equipment of other manufacturers or Vendors shall perform to the standard of the item named. Equivalent offers shall be accompanied by sufficient descriptive literature and/or specifications to provide for detailed comparison. Samples of items, if required, shall be furnished at no expense to the State and if not destroyed in the evaluation process, may be returned to the Vendor at the Vendor's expense.
- 5) **Investigation:** The State may, in its sole discretion, investigate any substitute or equivalent goods irrespective of any representation made by a Vendor or manufacturer.
- 6) **Specifications:** Any deviation from specifications indicated herein shall be clearly identified as an exception and listed on a separate page labeled "Exceptions to Specification"; otherwise, it will be considered that items offered are in substantial compliance with these specifications, and Vendor will be held responsible. Any deviations shall be explained in detail. **Vendor shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable. Offers of alternative or equivalent goods may be rejected; and if offered, shall be supported by independent documentary verification of equivalence to the specified goods.**

- 7) Printer and MFD Technical Specifications: The technical specifications for the printer and multifunction device (MFD) items are a combination of the items listed in this section and Attachment D.
- a) Vendor shall only propose Printer and MFD equipment that meet the following technical specifications:
1. Has obtained Energy Star certification
 2. Supports IP printing and integrate with Microsoft Active Directory for device and user authentication
 3. Supports SNMPv3 discovery and management for non-Active Directory devices
 4. Provides network connectivity via Integrated Ethernet 100 or higher
 5. Provides minimum print quality of 600 DPI
 6. Includes drivers available via website
 7. Includes drivers that support Internet Printing Protocol (IPP)
 8. Supports network printing without use of drivers loaded on the Agencies' PCs
 9. Supports Secure Printing
 10. Supports following Printer Languages at a minimum: PCL 6 Emulation, PCL 5 Emulation, PostScript 3 Emulation
 11. Support the following data streams:
 - a. IPDS
 - b. TIFF
 - c. JPG
 - d. PPML
 12. Supports direct PDF printing and PDF conversion of native documents for the purpose of printing
 13. Supports current and n-2 versions at a minimum of the following:
 - a. Microsoft Office Applications
 - b. Acrobat Professional
 - c. InDesign CS
 - d. Corel Draw
 - e. Visio
 14. Supports following web browsers:
 - a. Internet Explorer 11
 - b. Edge current and n-2 versions
 - c. Safari current and n-2 versions
 - d. Mozilla Firefox current and n-2 versions
 - e. Google Chrome current and n-2 versions
 15. Is able to read files in following formats:
 - a. Xerox Digipath 3.0 or later
 - b. Microsoft Office Applications 2003 or later
 - c. Acrobat 6.0 or later
 - d. InDesign CS3 or later
 - e. Visio 2003 or later
 - f. Elixir 3.0022 or later
 16. Maintains integrity of print order
 17. Provides login integration with NCID for applicable Agencies
 18. Includes surge protection (can be separate device, but shall be included in pricing provided in Attachment E)
 19. Includes a meter, copy control, or copy monitor

- b) Vendor shall only propose MFDs that meet the following technical specifications:
1. Provides automatic tray-less duplex printing
 2. Provides automatic document feeder
 3. Contains data encryption feature to encode the data stored on the hard drive
 4. Includes overwriting feature to clean out the MFD memory
 5. Contains digital scanner to digitize an image in color, store the image in memory in color, and produce copies from the memory
 6. Provides “scan once, print many” technology
 7. Provides minimum scan resolution of 600 DPI
 8. Provides scan to email (standard and searchable PDFs)
 9. Provides scan to network connected computer
 10. Provides scan to folders
 11. Supports printing from mobile (e.g., tablet and smartphone) devices including Android, Apple, and Windows operating systems
 12. Supports analog and digital fax technology
 13. Supports E-fax
 14. Provides Microsoft Certified drivers (current and n – 2 (e.g., Win7 / Win8 / Win10))
 15. Provide Apple iOS drivers (current and n – 2)
 16. Provide Android drivers (current and n – 2)
 17. Supports batch configurations based on custom groups or fleet-wide distributions
 18. Supports following network server environments: Windows Server 2003, Windows Server 2008, Windows Server 2012 R2
- c) If the Vendor requires the use of the State’s network and network monitoring to meet the maintenance and service requirements, then the Vendor’s software shall use SNMP v3.
- d) Vendor shall provide, apply, and keep current software security patches and firmware upgrades for all Vendor supported Document Output Devices at no additional cost to the Agency. Installation of security patches and firmware upgrades shall be in accordance with the NCDIT Change and Release Management processes (see <http://it.nc.gov/it-services>) and in compliance with North Carolina Statewide Information Security Manual (see <http://it.nc.gov/document/statewide-information-security-manual>).
- e) Vendor shall provide Document Output Devices under this contract that support Agencies’ compliance with the Statewide Data Classification and Handling Policy (located at <https://it.nc.gov/document/statewide-data-classification-and-handling-policy>), the Statewide Information Security Manual, Section 040906 Securing Multifunctional Devices (MFDs) and Network Printers (located at <http://it.nc.gov/document/statewide-information-security-manual>), and the National Institute of Standards and Technology Guidelines for Media Sanitization (located at <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>).

Section D. Price Proposal

The State will evaluate the estimated total cost of a Vendor's proposed Document Output Devices across a three year period for both a purchase option and a lease option. Vendor shall use Attachment E to submit their proposed Document Output Devices and pricing for evaluation.

Attachment E contains detailed instructions on how to complete the Price Proposal on the first worksheet labeled Instructions.

Price Proposal Summary:

1. The Document Output Device segments are grouped into lots as indicated in column A on the Pricing Sheet worksheet of Attachment E. Vendor is required to propose a new Document Output Device for every segment within a lot offered, but Vendor is not required to propose Document Output Devices for every lot. Failure to provide the requested information for new Document Output Devices for every segment within a lot may disqualify the Vendor from award for that lot.
2. Vendor shall list one proposed model for each segment within each lot they wish to be considered for award. To support evaluation of the Vendor's proposed model, Vendor shall provide all requested information in gray-shaded cells within the Pricing Sheet worksheet of Attachment E. This includes details about peripherals, warranties, leasing terms, maintenance, and hard drive retention costs (if applicable). Vendor shall provide requested information within the Replaceable Parts Pricing worksheet of Attachment E on replaceable parts for each proposed Document Output Device, and Vendor shall provide requested information within the Consumables Pricing worksheet of Attachment E on Consumables for each proposed Document Output Device.
3. Vendor shall provide specific pricing in the form of a discount off of the Manufacturer's Suggested Retail Price (MSRP). Vendor shall include in the space provided on the Pricing Sheet worksheet a link to a published list of the U.S. MSRP.
4. Vendor shall note that when supplying "Device Discount %", "Peripherals Discount %", "Extended Warranty Plan Discount %", "36-Month Lease Rate Factor (excluding Software)", "48-Month Lease Rate Factor (excluding Software)", "60-Month Lease Rate Factor (excluding Software)", "36-Month Lease Rate Factor for Software", "48-Month Lease Rate Factor for Software", "60-Month Lease Rate Factor for Software", "Annual Maintenance Plan Discount %", and "Replaceable Part Discount %", these items are fixed for the term of the contract and any additional models that are approved by the NCDIT Contract Administrator to be placed in these segments are subject to these amounts at a minimum. Vendor may provide more favorable terms to the State for these items at any time during the contract.
5. Vendor may list peripherals for proposed Document Output Device models on the Peripherals Pricing worksheet in Attachment E. The NC Discounted Purchase Price for all additional peripherals offered shall be determined by applying the Peripherals Discount % for the applicable Document Output Device segment provided by Vendor on the Pricing Sheet worksheet to the MSRP of the additional peripherals. Peripherals not listed in the Peripherals Pricing worksheet for existing Document Output Device models are subject to NCDIT Contract Administrator approval to be added to the contract.
6. Vendor may list additional extended warranties that are available with the proposed Document Output Devices on the Warranty Pricing worksheet in Attachment E. The NC Discounted Purchase Price for all additional extended warranties offered shall be determined by applying the Extended Warranty Plan Discount % for the applicable Document Output Device segment.

7. For purposes of submitting Maintenance Plan pricing on the Pricing Sheet worksheet in Attachment E, Vendor shall assume that the Annual Maintenance Plan shall include all Preventative Maintenance calls, Preventative Maintenance kits, service calls, technical support, drums, any other repair costs, and Consumable supplies including toner and developer. Vendor shall provide Maintenance Plan support between 8:00 AM Eastern Time and 5:00 PM Eastern Time Monday through Friday, except official State holidays.
8. Vendor may list additional Maintenance Plans that are available with the proposed Document Output Devices on the Maintenance Pricing worksheet in Attachment E. The NC Discounted Purchase Price for all additional Maintenance Plans offered shall be determined by applying the Annual Maintenance Plan Discount % for the applicable Document Output Device segment provided by Vendor on the Pricing Sheet worksheet to the MSRP of the additional Maintenance Plan.
9. Vendor may provide Agencies with Refurbished Document Output Devices in any and all of the segments listed in column C in the Pricing Sheet worksheet of Attachment E. Since the model of Refurbished Document Output Device may vary over the duration of the contract, Vendor may provide a not to exceed NC Discounted Purchase Price in column AI of Attachment E. Refurbished Document Output Devices may be purchased and not leased. Vendor is not required to submit a price for Refurbished Document Output Device for every segment within a lot, and the State reserves the right to award Refurbished Document Output Devices by segment versus by lot.
10. Vendor may include additional Document Output Device models in a lot. Vendor may list additional Document Output Device Models on the Additional Models worksheet in Attachment E. The NC Discounted Purchase Price for all additional Document Output Device models offered shall be determined by applying the Device Discount % for the applicable Document Output Device segment provided by Vendor on the Pricing Sheet worksheet to the MSRP of the additional Document Output Models.
11. If the awarded Document Output Device listed in the Pricing Sheet worksheet in Attachment E is discontinued by the manufacturer during the contract, Vendor shall provide a replacement Document Output Device model from the same manufacturer at the same or lower price that meets or exceeds the technical specifications for that Document Output Device segment in Section C and Attachment D that meets this requirement.

Section E. Other Requirements and Special Terms

- 1) **Customer References:** Using Attachment C, Vendor shall provide two (2) Customer References that meet the following criteria:
 - a) Vendor has delivered (but does not have to have installed) in the last two years a large number (i.e., 700 or more) of Document Output Devices that are in the scope of this IFB within a short period of time (i.e., thirty (30) calendar days or less).
 - b) Vendor has defined Service Level Agreements established with the customer for which the Vendor tracks and provides reports.

- 2) **Financial Statements:** Vendor shall provide evidence of financial stability with its offer as further described herein below using space provided in Attachment B and appropriate referenced materials. As used herein, **Financial Statements** shall exclude tax returns and compiled statements.
 - a) For a publicly traded company, Financial Statements for the past three (3) fiscal years, including at a minimum, income statements, balance sheets, and statement of changes in financial position or cash flows. If three (3) years of financial statements are not available, this information shall be provided to the fullest extent possible, but not less than one year. If less than 3 years, Vendor shall explain the reason why they are not available.
 - b) For a privately held company, when certified audited financial statements are not prepared: a written statement from the company's certified public accountant stating the financial condition, debt-to-asset ratio for the past three (3) years and any pending actions that may affect the company's financial condition.
 - c) The State may, in its sole discretion, accept evidence of financial stability other than Financial Statements for the purpose of evaluating Vendors' offers. The State reserves the right to determine whether the substitute information meets the requirements for Financial Information sufficiently to allow the State to evaluate the sufficiency of financial resources and the ability of the business to sustain performance of the contract award. Scope Statements issued may require the submission of Financial Statements and specify the number of years to be provided, the information to be provided, and the most recent date required.

- 3) **Disclosure of Litigation:** Vendor's failure to fully and timely comply with the terms of this section, including providing reasonable assurances satisfactory to the State, may constitute a material breach of this contract.
 - a) Vendor shall notify the State in its offer using Attachment B, if it, or any of its subcontractors, or their officers, directors, or key personnel who may provide Services under any contract awarded pursuant to this solicitation, have ever been convicted of a felony, or any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception. Vendor shall promptly notify the State of any criminal litigation, investigations or proceeding involving Vendor or any subcontractor, or any of the foregoing entities' then current officers or directors during the term of this contract or any Scope Statement awarded to Vendor.
 - b) Vendor shall notify the State in its offer using Attachment B, and promptly thereafter as otherwise applicable, of any civil litigation, arbitration, proceeding, or judgments against it or its subcontractors during the three (3) years preceding its offer, or which may occur during the term of any awarded to Vendor pursuant to this solicitation, that involve (1) Services or related goods similar to those provided pursuant to any contract and that involve a claim that may affect the viability or financial stability of the Vendor, or (2) a claim or written allegation of fraud by the Vendor or any subcontractor hereunder, arising out of their business activities, or (3) a claim or written allegation that the Vendor or any subcontractor hereunder violated any federal, state or local statute, regulation or ordinance. Multiple lawsuits and or judgments against the Vendor or subcontractor shall be disclosed to the State to the extent they affect the financial solvency and integrity of the Vendor or subcontractor.

- c) All notices under subsection a) and b) herein shall be provided in writing to the State within thirty (30) calendar days after the Vendor learns about any such criminal or civil matters; unless such matters are governed by Section G. Department of Information Technology Terms and Conditions of this IFB. Details of settlements which are prevented from disclosure by the terms of the settlement shall be annotated as such. Vendor may rely on good faith certifications of its subcontractors addressing the foregoing, which certifications shall be available for inspection at the option of the State.
- 4) Criminal Conviction: In the event the Vendor, an officer of the Vendor, or an owner of a 25% or greater share of the Vendor, is convicted of a criminal offense incident to the application for or performance of a State, public or private contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of North Carolina employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Vendor's business integrity and such Vendor shall be prohibited from entering into a contract for goods or Services with any department, institution or agency of the State.
- 5) Security and Background Checks: The Agency reserves the right to conduct a security background check or otherwise approve any employee or agent provided by Vendor, and to refuse access to or require replacement of any such personnel for cause, including, but not limited to, technical or training qualifications, quality of work or change in security status or non-compliance with the Agency's security or other requirements.
- 6) Vendor Utilization of Workers Outside the U.S.: In accordance with N.C.G.S. §143B-1361(b), the Vendor shall detail the manner in which it intends to utilize resources or workers in the IFB response using Attachment B. The State of North Carolina will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award for any such Vendor's offer. Vendor shall provide the following for any offer or actual utilization during duration of the contract:
- a) The location of work performed under a state contract by the Vendor, any subcontractors, employees, or other persons performing the contract and whether any of this work will be performed outside the United States
 - b) The corporate structure and location of corporate employees and activities of the Vendors, its affiliates or any other subcontractors
 - c) Notice of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing Services under a state contract outside of the United States
 - d) Any Vendor or subcontractor providing call or contact center Services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center Services are being provided
- 7) Delivery: Vendor shall complete delivery within twenty (20) business days after receipt of purchase order to any location within North Carolina.

If circumstances beyond the control of the Vendor result in a late delivery or installation, it is the responsibility and obligation of the Vendor to notify the Purchasing Agent listed on the purchase order, in writing, immediately upon determining delay of shipment. The written notification shall indicate the anticipated delivery dated.

Vendor shall contact the Agency designated contact before delivery of new or refurbished Document Output Devices to inquire about stairs, loading dock, security procedures, etc. For installation and removals that require special rigging, Vendor shall submit a price quotation to the Agency for approval prior to any work being done.

- 8) Warranty: Vendor warrants that all equipment furnished under the contract will be new/original or refurbished as defined in Section E, Subsection 11, and of good material and workmanship. Vendor shall provide direct

un-infringed unlimited USA OEM warranties on the Document Output Devices delivered under this contract. Vendor shall describe their standard warranty for each proposed Document Output Device model in Attachment B. The report of a problem does not presuppose that every call shall result in an "on-site" visit for service/repair. Vendor and/or service subcontractor shall utilize best efforts to resolve problems in a timely fashion through the use of acceptable servicing methods to include, but not limited to, verbal problem analysis and remote diagnosis. The warranty requirement does not impose any additional duty on the State to make other than normal and good faith problem resolution efforts or expenditures of time. Vendor is responsible for compliance with warranty terms by any third-party service provider.

Upon request by the State, Vendor shall provide a copy of the manufacturer's standard warranty within two (2) business days.

- 9) Maintenance: Vendor shall provide an optional annual maintenance agreement for every product offered under this contract. Vendor shall describe their maintenance agreements for each proposed Document Output Device model in Attachment B.

Pricing for all maintenance agreement shall be fixed for the first year of the contract. Escalation of 12-month maintenance agreement pricing shall not exceed 3% per contract year and shall be approved by the NCDIT Contract Administrator.

For an Agency that selects the 12-month maintenance agreement option for a product under this contract at the time of purchase, the coverage commences on the day of product installation. Agency may elect to renew the maintenance agreement annually upon written notice (Purchase Order) at the Vendor's then-current maintenance agreement rates. Following notice of renewal (Purchase Order), the Vendor may invoice the Agency for the corresponding annual maintenance agreement fees.

- 10) Product Recall: Vendor assumes full responsibility for prompt notification of both the NCDIT Contract Administrator and Agencies of any product recall in accordance with the applicable state and federal regulations.

- 11) Equipment Offered: Vendor may offer new / original equipment and refurbished equipment for the segments specified in Attachment D.

New / Original Equipment: Any item offered or shipped in response to this proposal shall be the same model indicated by its external label and source of manufacture. All component parts inside the system shall be manufacturer approved. The items offered shall represent the labeled manufacturer's products and specifications and be subject to the manufacturer's warranty unless terms more favorable to the State or Agency are agreed in writing prior to shipment. Any substitutions, alterations or modifications, internal or external, shall be noted and described in detail. The State or Agency reserves the right to request an inspection by a representative of the manufacturer whose label appears on the item to verify its authenticity.

Refurbished Equipment, G.S. 143B-1358: Refurbished Equipment is defined as equipment that has been reformatted to remove any pre-existing software and data, and then cleaned, repaired, inspected, and tested as necessary to ensure that the equipment has been restored to "like new" full functionality that meets or exceeds the manufacturers' original equipment standards and warranty requirements.

Refurbished equipment shall be accompanied by a certification from the original equipment manufacturer (OEM) that the refurbisher is certified by the original equipment manufacturer to restore pre-owned equipment to original equipment standards meeting the manufacturers' warranty requirements, and any software licensing requirements, in accordance with the manufacturers' and software makers' official refurbisher programs.

Any refurbished equipment offered or shipped under this contract shall be the same model indicated by its external label and source of manufacture. All component parts inside the system shall be manufacturer approved. The items offered shall represent the labeled manufacturer's products and specifications and be

subject to the manufacturer's warranty unless terms more favorable to the State or Agency are agreed in writing prior to shipment. Any substitutions, alterations or modifications, internal or external, shall be noted and described in detail. The State or Agency reserves the right to request an inspection by a representative of the manufacturer whose label appears on the item to verify its authenticity.

The State acknowledges that Vendor may not know the exact model of refurbished Document Output Device that meets or exceeds the Technical Specifications within a Document Output Device segment for the duration of the contract. When completing Attachment E, Vendor may propose a not to exceed price for refurbished Document Output Devices from the same manufacturer as new Document Output Devices provided by the Vendor per Document Output Device segment, and provide Agencies with specific Document Output Device models that meet or exceed the Technical Specifications along with specific pricing based on what is available at that time.

- 12) Service Plan: Vendor shall provide as part of its offer its service plan using space provided in Attachment B. Service plan documentation shall be sufficient in scope to make a reasonable determination of the Vendor's ability to meet the service requirements of this IFB. The service plan shall include, but is not limited to, the following:
- a) The company name, address, telephone number, contact person (manager, supervisor, etc.), number and names of all full-time service personnel for each location that will provide service under the contract. These include company branch offices, servicing dealers, agents and all others that will enable the Vendor to service the entire state or other area bid.
 - b) The method(s) to be used to handle service calls, routine maintenance, and dispatch service personnel.
 - c) Demonstrate that the Vendor has adequate and satisfactory availability of repair parts and supplies, and ability to meet warranty and service requirements is necessary. Repair parts shall remain available for products resulting from this bid, for a period not less than five (5) years from date of acceptance.
 - d) A statement that the Vendor and any third parties, subcontractors, and partners that are part of their proposed team can meet the service requirements of this IFB for all counties within the State of North Carolina.

Only offers that include Vendor's service plan as described above will be considered.

- 13) Service Level Agreements: The ability of the Vendor to meet the service requirements outlined herein will be a consideration in the award of this contract. No award will be made to any Vendor, regardless of bid price, that has not demonstrated to the State's total satisfaction that they have the capabilities to meet the service requirements of this IFB. Vendor shall describe in Attachment B their approach and capabilities to address the following Service Level Agreements:
- a) Document Output Device Up-Time
Vendor shall provide products under this contract to Agencies that perform at an effectiveness level of at least ninety-five percent (95%) during any 3-month period while covered under the original or extended manufacturer warranty or under a maintenance agreement with the Vendor. In the event that any equipment is inoperative due to equipment failure, through no fault or negligence of the Agency user, and the total number of hours of downtime exceeds five percent (5%) of the total productive time for three (3) consecutive calendar months, the Agency reserves the right to require the Vendor to replace the equipment or terminate the order with no termination or removal charges being assessed to the State. Vendor will be notified in writing and, after such notice, shall remove and replace the defective product(s) within ten (10) business days at no cost to the Agency. Failure to respond in good faith may result in termination of the Vendor's contract.

Total productive time will be computed by multiplying eight (8) hours per day by the number of working days in the month, excluding weekends and State holidays. The effectiveness level for a

Document Output Device shall be computed by dividing the total productive time by the total available time multiplied by one hundred (100). Scheduled Preventative Maintenance calls neither related to, nor coinciding with repair/breakdown calls, will not be considered downtime. Product downtime due to power outage to the facility or network-level outages will not be considered downtime. Upon request, Vendor shall supply a complete repair history to the Agency using the equipment or to the NCDIT Contract Administrator.

If Vendor has reason to believe that machine problems are the result of deliberate damage by the user, the Agency and NCDIT Contract Administrator shall be notified. The Agency or if escalated, the NCDIT Contract Administrator will determine the facts and try to resolve the situation to the satisfaction of all parties. Machine downtime caused by deliberate actions of the Agency will not be charged to the Vendor.

b) On-Site Service Response Time

Because of the important role that Document Output Devices play in enabling Agencies to conduct the State's business, standard service response time for Document Output Devices covered under a maintenance agreement with the Vendor shall be within eight (8) business hours or less for desktop Document Output Devices, six (6) business hours for console Document Output Devices located more than sixty (60) miles outside of Charlotte, Raleigh, Greensboro, Fayetteville, Asheville, and Rocky Mount, and four (4) business hours for console Document Output Devices located within sixty (60) miles of Charlotte, Raleigh, Greensboro, Fayetteville, Asheville, and Rocky Mount. For the purposes of this IFB and resulting contract, response time shall mean the time between when the initial service call is placed with the Vendor and the arrival of a trained service person at the Agency user's site. A telephone call, unless it results in solving the problem, shall not be deemed an acceptable service response. Repeated failure to provide service to all specified areas within the contracted time may result in the removal of the Vendor from the contract.

c) Break Fix Resolution

For Document Output Devices covered under a maintenance agreement with the Vendor, Vendor is expected to have reported issues diagnosed and resolved and the Document Output Device fully operational within two (2) business days after the service request call was logged with the Vendor.

d) First Time Fix

Vendor is expected to resolve reported issues the first time reported for Document Output Devices covered under a maintenance agreement with the Vendor. Vendor is expected to have no other service calls placed for the same Document Output Device for the same equipment-related issue (e.g., issue was not due to user error) within ninety (90) calendar days of issue being initially resolved.

e) Timely Reporting

Vendor shall produce and electronically distribute agreed upon standard reports (in accordance with Section E, Subsection 22 "Contract Administration") within thirty (30) calendar days of the closing of the established reporting period to NCDIT and Agencies.

f) New Device Installation Time

Vendor shall process Agency purchase order and install ordered new or refurbished Document Output Devices in a timely manner. Device Installation Time is the number of calendar days between Vendor's receipt of a valid request for new Document Output Device and the date the new Document Output Device is installed and operational. Agency requested delivery and install dates that are past the established minimum threshold are not measured for this Service Level Agreement.

14) Performance Assurance: Vendor shall support NCDIT and Agencies to track, measure, and report on each of the Service Level Agreements in Section E, Subsection 13. The minimum threshold for each

Service Level Agreement is listed in Table 3 of this IFB. Vendor shall provide a \$50 invoice credit for each instance of below minimum threshold performance for an Agency or NCDIT as measured each contract quarter. Invoice credits shall be provided to the Agencies or NCDIT within thirty (30) calendar days after the end of the contract quarter. Vendor shall not need to provide an Agency an invoice credit for a Document Output Devices that falls below the 95% minimum threshold if the Document Output Device is replaced by the Vendor at no cost to the Agency.

Service Level Agreement	Minimum Threshold
Document Output Device Uptime	95%
Console Unit <u>Urban</u> On-Site Response Time (locations within 60 miles of Charlotte, Raleigh, Greensboro, Fayetteville, Asheville, and Rocky Mount)	4 business hours
Console Unit <u>Non-Urban</u> On-Site Response Time (locations not within 60 miles of Charlotte, Raleigh, Greensboro, Fayetteville, Asheville, and Rocky Mount)	6 business hours
Desktop Unit On-Site Response Time	8 business hours
Break Fix Resolution	99%
First Time Fix	90% of all service calls
Timely Reporting	100%
New Device Installation Time	Less than 20 business days

Table 3: Service Level Agreement Minimum Thresholds

All Service Level Agreements shall be tracked and reported by the Vendor from the beginning of the contract. To enable the Vendor to implement and stabilize its processes, the Performance Assurance invoice credits for each instance below the minimum threshold will not commence until after sixty (60) calendar days from the start of the contract. Vendor shall provide the NCDIT Contract Administrator a summary of all invoice credits issued to Agencies each contract quarter by Agency, by Service Level Agreement.

15) Additions/Deletions of Qualified Offerings: Replacement and/or supplemental products that meet or exceed the minimum IFB requirements may be added to this contract at the sole discretion of the State. Replacement products shall be offered at a price equal to or lower than the original offer price of the product being replaced. Vendor shall submit the request to add or replace products via process established by NCDIT Contract Administrator. The State is under no obligation to accept the offerings.

Vendor shall remove all discontinued Document Output Devices from the contract within forty-five (45) calendar days after the product's end of life date.

16) Contract Changes: Subject to written pre-approval from the NCDIT Contract Administrator, Vendor may offer additional Document Output Device models, peripherals, extended warranties, and maintenance plans that are in the scope of this IFB and are within awarded segments. If the Vendor accepts orders and/or delivers through other parties, for example a manufacturer accepting orders and delivering through a dealer network, then it is the responsibility of Vendor to apprise such parties of all contract changes. Prices may be decreased at any time without prior approval.

17) Ordering Information: Orders will be placed throughout the contract period on an as-needed basis for the quantity required at the time, and will be issued directly to the Vendor.

Vendor is required, upon request, to provide Agencies with catalogs (if an online catalog is not available), descriptive literature, and/or web sites with current prices. This information shall be provided to the ordering Agency within two (2) business days of the request. Such information shall be provided at no charge.

- 18) Return of Merchandise: A Document Output Device that is not performing per the specification in this IFB may be returned to the Vendor without penalty if a resolution is not achieved within thirty (30) calendar days at no additional cost to the State.

Vendor shall not charge any restocking fee for unopened Document Output Devices or peripherals that are returned within thirty (30) calendar days of delivery date. Vendor shall indicate in Attachment B what their restocking policy is after thirty (30) calendar days of delivery date, including any restocking fees.

- 19) Instruction/Training: If requested by the Agency, Vendor shall provide training within fifteen (15) calendar days after such request is made for all delivered MFDs. Vendor shall be responsible for providing such training only once for each Agency per MFD product/model type purchased. Vendor shall provide user manual and operating instructions with each piece of equipment. Delivery will not be considered complete until one copy of all manuals are delivered.

- 20) Monthly Copy Volume: Document Output Devices offered by the Vendor shall be capable of producing at least the Monthly Copy Volume specified in Attachment D. The certification relative to monthly volume capability shall be based solely upon the Vendor's knowledge and experience. Items offered shall be expected to regularly produce the stated number of copies.

Failure of Document Output Device to meet the performance criteria may result in mandatory replacement by the Vendor of all units of the deficient model with another machine that meets the specified Monthly Copy Volume criteria at the same or lower average annual cost or removal of the Vendor from the contract.

- 21) Equipment Guarantee: Vendor guarantees that the new equipment, all required peripherals, associated products and all parts regularly used with the type of equipment offered are:

- a) Standard new equipment, latest model of regular stock product, in production at the time of bid opening and available for statewide distribution.
- b) Factory produced, assembled for the first time, newly serialized and the state customer shall be the first end user of the product.

- 22) Contract Administration: NCDIT Contract Administrator will monitor Vendor performance as necessary over the duration of the contract with respect to satisfactory fulfillment of all contractual obligations. Performance assessments may comprise: delivery, condition of delivered goods, specification compliance of delivered goods, prompt and appropriate resolution of warranty claims, adequate servicing of contract in any and all aspects which the contract has stipulated, maintaining current State pricing on the web site, and prompt, complete and satisfactory resolution of any contractual discrepancies. Further, if a Vendor fails to adhere to the terms and conditions or other requirements of this contract or any subsequent solicitation issued under the framework of this contract, then the State, at its sole discretion, may remove the Vendor from the contract (or subsequent solicitation requests issued under this contract). The State may elect to remove the Vendor on a temporary or permanent basis.

Vendor shall provide the NCDIT Contract Administrator with the following reports to support contract administration activities:

- a) Purchase / Lease Activity Report: Vendor agrees to provide to the NCDIT Contract Administrator reports of sales achieved under the contract. These reports shall be provided quarterly, within thirty (30) calendar days from the last day of the reporting quarter. Report shall include the following data elements at a minimum:
 - Purchasing Agency
 - Purchase Order Number
 - Invoice Date

- Manufacturer Name
 - Manufacturer Model Number
 - Manufacturer Part Number
 - Item Description
 - Serial Number (if applicable)
 - Color Device Indicator (Yes / No)
 - Copies Per Minute Rating
 - Largest Paper Size Supported
 - Quantity Delivered
 - Unit of Measure
 - Unit List Price of Item
 - Unit Final Price of Item
 - Extended Warranty Sold Flag (Yes / No)
 - Description of Extended Warranty
 - Extended Warranty Part Number
 - Extended Warranty List Price
 - Extended Warranty Discounted Price
 - Purchase or Lease Indicator
 - Maintenance Plan Purchased Indicator (Yes / No)
 - Description of Maintenance Plan
 - Maintenance Plan Part Number
 - List Price of Maintenance Plan
 - Sold Price of Maintenance Plan
 - Number of Mono Copies
 - Number of Color Copies (if applicable)
 - Start Date of Lease Term
 - Length of Lease Term
 - Monthly Lease Payment
- b) Service Level Report: Vendor shall provide the NCDIT Contract Administrator with a report of SLAs under the contract. These reports shall be provided quarterly, within thirty (30) calendar days from the last day of the reporting quarter. Report shall include the following data elements at a minimum:
- Vendor actual performance against agreed upon SLAs in total and by Agency
 - Summary of all tickets and service requests in total and by Agency
 - i. Types of requests
 - ii. Strategies that would minimize/eliminate problems and/or issues
 - Number of Document Output Device repair actions in total and by Agency
 - Areas to focus on improvement by Agency
- c) Historically Underutilized Business Report: Vendor shall provide the NCDIT Contract Administrator with a report of the percentage of the Vendor's contract revenues that are attributed to Historically Underutilized Businesses (HUBs) as defined by State of North Carolina. This would be all contract revenues if the Vendor is a HUB, or could be contract revenues associated with subcontractors that are HUBs and used by the Vendor to deliver goods or Services under the contract. These reports shall be provided quarterly, within thirty (30) calendar days from the last day of the reporting quarter. Report shall include the following data elements at a minimum:
- Contract revenues in total and by Agency for reporting quarter
 - Percentage of contract revenues for reporting quarter that are attributed to HUBs in total and by Agency

- d) **Data Template and Post-Award Meeting:** Upon award of this contract, Vendor shall meet with E-Procurement Team to discuss best option to enable procurement of awarded items under this contract. Options include having Vendor complete a State-provided data template to enable the E-Procurement Team to load catalogs on to the Statewide E-Procurement Service or having Vendor implement a punch-out catalog connection with the Statewide E-Procurement Service. The E-Procurement Team will facilitate the completion of the E-Procurement data template or development of a punch-out catalog connection with Vendor and address other questions regarding the requirements for the E-Procurement service upon award.
- e) Vendor shall work with NCDIT's Statewide IT Strategic Sourcing Office or Agency to address any special reporting requests.
- 23) **Computer Equipment Recycling Program:** Vendor shall comply with the requirements of G.S. 130A-309.134, which includes printers and MFDs. Vendor shall register with the North Carolina Department of Environmental Quality (<http://deq.nc.gov/about/divisions/waste-management/solid-waste-section/electronics-management>) within fourteen (14) calendar days after award. Failure to comply with the requirements of G.S. 130A-309.134 may result in Vendor's removal or suspension from the contract.
- 24) **Explanation of Limitation of Liability Clause:** In Paragraph 29 of Section G. Department of Information Technology Terms and Conditions, the State interprets the phrase "contract value" as one and a half times the value of the purchase or cost of cover (whichever is greater) in the event of equipment failure or failure to deliver equipment according to the requirements of the contract; and two times the purchase value for all other contract damages.
- 25) **Energy Star Products:** Vendor shall only provide products under this contract that are Energy Star rated. "ENERGY STAR® is a government-backed program helping businesses and individuals protect the environment through superior energy efficiency." <http://www.energystar.gov/>
- 26) **Service Clicks:** Vendor shall deduct Service Clicks from click counts that Agencies are billed for by the Vendor for Document Output Devices covered under a Maintenance Plan.
- 27) **Bulk Purchases:** The items covered in this IFB may be ordered by the State throughout the term of the contract. In addition, as authorized by G.S. 143B-1350(g), the Statewide IT Strategic Sourcing Office may also aggregate IT purchases for the State. Up to four times per fiscal year, the State may solicit Request For Quotes (RFQ) from one or more awarded contract Vendors for a Bulk Purchase of indeterminate amounts. The Bulk Purchase will be an aggregated amount from all Executive Branch State Agencies during a set amount of time. Additionally, any entity eligible to use this contract may participate in the Bulk Purchase.
- Vendor shall respond to the State's Bulk Purchase Request For Quotes. Failure to respond to the State's Bulk Purchase Request For Quotes may result in Vendor's removal from the contract.
- 28) **Abnormal Quantity Requests:** During the term of the contract, the State reserves the right to request additional discounts (beyond the awarded contract discount percentage) from Vendors for any order or combined orders that exceed the Abnormal Quantity Threshold for this contract. The State will determine the Abnormal Quantity Threshold Amount after award. Further, the State, at its sole discretion, may choose to issue a separate Invitation for Bid for the requirement.
- 29) **Minimum Sales Volume:** Vendor shall provide in its offer evidence of recent sales of printers and MFDs that are within the scope of this IFB. Vendor shall provide evidence that it has met at least one of the following requirements:
- a) A minimum sales volume of \$350,000 of Document Output Devices that are within the scope of this IFB to Eligible North Carolina State Contract Users within the twelve months prior to the issuance of this IFB. "Eligible North Carolina State Contract Users" are those entities defined in Section A,

Subsection 5 of this IFB. Vendor shall include in its offer a sales report that provides the Customer Name and Address, Purchase Order Number, Description of Item Sold, Quantity, Unit Cost, and Extended Cost.

- b) A 5% U.S. market share for sales of printers and MFDs that are within the scope of this IFB for a 12-month period within the past two years. Market share may be proven by market reports from Gartner, Forrester, IDC, or similar third party sources.
- 30) Price Lists: Vendor shall provide the NCDIT Contract Administrator and Agencies with a link to an Internet web site that contains the current MSRP or Price List for all products offered under the scope of this IFB for the duration of this contract.
- 31) Internet Web Site: Vendor shall develop (subject to approval by the NCDIT Contract Administrator) and maintain an Internet web site designated solely for the State of North Carolina. Only items included in this contract and approved by the NCDIT Contract Administrator may be displayed on this site. Vendor shall maintain current and accurate contract pricing for the products and services on the web site. Any Vendor that lists items or Internet links to products not authorized by the contract or that does not maintain current and accurate prices may be removed from contract.
- 32) Vendor Contact Information: Vendor shall complete Attachment F and include it in its offer.
- 33) Pricing: Vendor shall submit Pricing as instructed in Attachment E. Vendor shall submit offers on all Document Output Devices segments within each lot the Vendor offers. Vendor shall submit pricing for all acquisition plans (i.e., Purchase, and 36-month, 48-month, and 60-month lease options) for each Document Output Device segment within each lot the Vendor offers.
- a) All prices shall include delivery to Agency, installation including a regular, full size complement of Consumable supplies, except paper (irrespective of whether the machine includes a “start-up kit” from the manufacturer), activation with key operator(s) into a production cycle, and removal charges. All prices bid shall also include separate (appropriate number as required in the specification) paper sources for 8 ½ x 11, 8 ½ x 14, and 11 x 17 (if applicable). Agency will not pay additional charges for a manufacturer included start-up kit.
 - b) Vendor shall maintain or increase the percentage discount offered on all Document Output Devices, Peripherals, Replaceable Parts, Extended Warranties, and Maintenance Agreements for duration of contract. Failure to conform to the awarded price structure at any point during the term of the contract will subject the Vendor to penalties and cancellation, as deemed appropriate by the State, and described elsewhere within this document.
 - c) Vendor shall decrease its net unit price to the State if the MSRP for a product or service decreases. Vendor shall submit all MSRP increases to the NCDIT Contract Administrator for review and approval. If the MSRP increase is approved by the NCDIT Contract Administrator, Vendor shall maintain the percentage off discount (or a larger discount can be offered).
 - d) Special Pricing: If the manufacturer offers any special pricing or incentives during the contract period (i.e., seasonal, promotional, inventory reduction) whether temporary or permanent, Vendor shall make the special pricing or incentives available to the State under the terms of the contract.
- 34) Term Extensions: The State reserves the right to extend any contract awarded if it is determined to be in the best interest of the State.

Section F. Proposal Content and Organization

Vendor shall follow the instructions in this section to organize and submit their offer in response to this IFB to demonstrate compliance with requirements, and substantial conformity to the IFB specifications.

1. Vendor shall deliver **one (1) signed original printed version of its offer and one (1) copy of its offer** to Issuing Agency in a sealed package with Company Name and IFB Number clearly marked on the front. Vendor shall also submit **one (1) signed, executed electronic copy of its offer** on USB Flash Drive or read-only CD/DVD(s). The files shall not be password-protected and shall be capable of being copied to other media.
2. **Offer Format:** Each page shall be numbered. All offers shall be printed double-sided on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.
3. **IFB Response Organization:** The offer shall be organized and indexed in the following format and shall contain, at a minimum, all listed items in the sequence indicated.
 - a) **The completed, signed Execution Page (page 1 of this IFB) shall be placed at the front of the offer.**
 - b) Letter of Transmittal - Each offer shall be accompanied by a letter of transmittal that provides the following information:
 - i) Identify the submitting organization;
 - ii) Identify the name, title, telephone and fax number, along with an e-mail address of the person authorized by the organization to contractually obligate the organization;
 - iii) Identify the name, title, telephone and fax number, along with an e-mail address of the person authorized to negotiate the contract on behalf of the organization;
 - iv) Identify the names, titles, telephone and fax number, along with an e-mail address of the person to be contacted for clarification;
 - v) **Acknowledge receipt of any and all amendments to this IFB.**
 - c) Letter of Authorization from Manufacturer (if applicable)
 - d) Table of Contents
 - e) Completed Attachment B. Offeror Response Template
 - f) Completed Attachment C. Customer Reference Template for two (2) Customer References
 - g) Completed Attachment E. Pricing Sheet (Vendor shall print out the final version of the completed Instructions worksheet and Pricing Sheet worksheet of the Excel file and include printed copy in this section)
 - h) Completed Attachment F. Vendor Contact Form
 - i) Financial Information Supporting Documentation
 - j) Minimum Sales Volume Evidence (per Section E, Subsection 29)
 - k) Conflict of Interest Statement
 - i) Provide a statement that no assistance in preparing the offer was received from any current or former employee of the State of North Carolina whose duties relate(d) to this IFB, unless such assistance was provided by the state employee in his or her official public capacity and that neither such employee nor any member of his or her immediate family has any financial interest in the outcome of this IFB;
 - ii) State if the Vendor or any employee of the Vendor is related by blood or marriage to an Agency employee or resides with an Agency employee. If there are such relationships, list the names and relationships of said parties. Include the position and responsibilities within the Vendor's organization of such Vendor employees; and
 - iii) State the employing State Agency, individual's title at that State Agency, and termination date.
 - l) Technical Specifications Sheet for each proposed Document Output Device Model listed in column E on the Pricing Sheet worksheet in Attachment E.

- m) Copy of Vendor's License and Maintenance Agreements. The State reserves the right to edit or modify these agreements to conform to the best interest of the State.
 - n) Copy of IFB that includes all pages
 - o) Appendix with any Additional Materials
 - p) One (1) **signed, executed electronic copy** of its offer on USB Flash Drive or read-only CD/DVD(s). The files shall not be password-protected and shall be capable of being copied to other media. This includes the completed Excel version of Attachment E with all worksheets.
4. IFB Response General Instructions: Vendors are strongly encouraged to adhere to the following general instructions to bring clarity and order to the offer development and subsequent evaluation process:
- a) Elaborate offers in the form of brochures or other presentations beyond that necessary to present a complete and effective offer are not desired.
 - b) The response shall be complete and comprehensive with a corresponding emphasis on being concise and clear.
 - c) Vendors may attach other materials that they feel may improve the quality of their responses. However, these materials shall be included as items in a separate appendix.
 - d) Vendor shall furnish all information requested. If response spaces are provided in the IFB and its Attachments, Vendor shall furnish requested information in the spaces provided.
 - e) If required elsewhere in this IFB, Vendor shall submit with their offer sketches, descriptive literature and/or complete specifications covering the products offered. References to literature submitted with a previous offer will not satisfy this provision.
 - f) Any offer that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

Section G. Department of Information Technology Terms and Conditions

1) Definitions: As used herein;

- a) Purchasing State Agency or Agency shall mean the Agency purchasing the goods or Services.
- b) Services or Services shall mean the duties and obligations accepted by the Vendor to carry out the requirements, and meet the specifications, of this procurement.
- c) State shall mean the State of North Carolina, the Department of Information Technology as an Agency or in its capacity as the Award Authority.

2) Standards: Manufactured items and/or fabricated assemblies comprising Deliverables shall meet all requirements of the Occupational Safety and Health Act (OSHA), and State and federal requirements relating to clean air and water pollution, if applicable. Vendor will provide and maintain a quality assurance system or program that includes any Deliverables and will tender to the State only those Deliverables that have been inspected and found to conform to the requirements of this contract. All manufactured items and/or fabricated assemblies comprising Deliverables are subject to operation, certification or inspection, and accessibility requirements as required:

- by State or federal Regulation,
 - by the Chief Information Officer's (CIO) policy or regulation, or
 - acceptance with appropriate standards of operations or uses of said Deliverables as may be shown by identification markings or other means of the appropriate certifying standards organization.
- a) **Site Preparation:** Vendors shall provide the Purchasing State Agency complete site requirement specifications for the Deliverables, if any. These specifications shall ensure that the Deliverables to be installed shall operate properly and efficiently within the site environment. The Vendor shall advise the State of any site requirements for any Deliverables required by the State's specifications. Any alterations or modification in site preparation which are directly attributable to incomplete or erroneous specifications provided by the Vendor and which would involve additional expenses to the State, shall be made at the expense of the Vendor.
 - b) **Goods Return:** Deliverables and any other goods or materials furnished by the Vendor to fulfill technical requirements shall be in good working order and be maintained in good working order by Vendor for the duration of the contract; unless otherwise provided in a separate maintenance agreement or in the Solicitation Documents. Deliverables failing to meet the State's technical requirements shall be considered non-conforming goods and subject to return to the Vendor for replacement at the State's option, and at the Vendor's expense. The State is responsible for the return costs related to the termination of a contract, including de-installation, and freight to destinations within the Continental United States; except in the case of default by the Vendor or delivery of non-conforming goods by Vendor. Shipping or freight charges, if any, paid by the State for non-conforming goods will be reimbursed to the State.
 - c) **Specifications:** The apparent silence of the specifications as to any detail, or the apparent omission of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality may be used. Upon any notice of noncompliance provided by the State, Vendor shall supply proof of compliance with the specifications. Vendor shall provide written notice of its intent to deliver alternate or substitute products, goods or Deliverables. Alternate or substitute products, goods or Deliverables may be accepted or rejected in the sole discretion of the State; and any such alternates or substitutes shall be accompanied by Vendor's certification and evidence satisfactory to the State that the function, characteristics, performance and endurance will be equal or superior to the original Deliverables specified.

3) Warranties: Vendor shall assign all applicable third party warranties for Deliverables to the Agency.

4) Personnel: Vendor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency Contract Administrator. Any desired substitution shall be noticed to the

Agency's Contract Administrator accompanied by the names and references of Vendor's recommended substitute personnel. The Agency will approve or disapprove the requested substitution in a timely manner. The Agency may, in its sole discretion, terminate the Services of any person providing Services under this contract. Upon such termination, the Agency may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

- a) Vendor personnel shall perform their duties on the premises of the State, during the State's regular work days and normal work hours, except as may be specifically agreed otherwise, established in the specification, or statement of work.
- b) This contract shall not prevent Vendor or any of its personnel supplied under this contract from performing similar Services elsewhere or restrict Vendor from using the personnel provided to the State, provided that:
 - i) Such use does not conflict with the terms, specifications or any amendments to this contract, or
 - ii) Such use does not conflict with any procurement law, regulation or policy, or
 - iii) Such use does not conflict with any non-disclosure agreement, or term thereof, by and between the State and Vendor or Vendor's personnel.

5) Subcontracting: The Vendor may subcontract the performance of required Services with other Vendors or third parties, or change subcontractors, only with the prior written consent of the contracting authority. Vendor shall provide the State with complete copies of any agreements made by and between Vendor and all subcontractors. The selected Vendor remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same standards required of the selected Vendor. Any contracts made by the Vendor with a subcontractor shall include an affirmative statement that the State is an intended third party beneficiary of the contract; that the subcontractor has no agreement with the State; and that the State shall be indemnified by the Vendor for any claim presented by the subcontractor. Notwithstanding any other term herein, Vendor shall timely exercise its contractual remedies against any non-performing subcontractor and, when appropriate, substitute another subcontractor.

6) Vendor's Representation: Vendor warrants that qualified personnel will provide Services in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the information technology industry. Vendor agrees that it will not enter any agreement with a third party that might abridge any rights of the State under this contract. Vendor will serve as the Prime Vendor under this contract. Should the State approve any subcontractor(s), Vendor shall be legally responsible for the performance and payment of the subcontractor(s). Names of any third party Vendors or subcontractors of Vendor may appear for purposes of convenience in contract documents; and shall not limit Vendor's obligations hereunder. Third party subcontractors, if approved, may serve as subcontractors to Vendor. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s). The State reserves the right to remove, or to direct the awarded Vendor to remove, any subcontractor or authorized dealer that the State determines to be unsatisfactory in performance of this contract.

- a) Intellectual Property. Vendor has the right to provide the Services and Deliverables without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party. Vendor represents that its Services and Deliverables are not the subject of any actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.
- b) Inherent Services. If any Services, Deliverables, functions, or responsibilities not specifically described in this contract are required for Vendor's proper performance, provision and delivery of the Service and Deliverables pursuant to this contract, or are an inherent part of or necessary sub-task included within the Service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided in the contract, Vendor will furnish all of its own necessary management, supervision,

labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.

- c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this contract; and that entering into this contract is not prohibited by any contract, or order by any court of competent jurisdiction.
- d) Warranty as to Equipment; Hardware. Vendor warrants that the equipment and hardware that it provides pursuant to this contract shall be free from defects in materials, in good working order and be maintained in good working order.

7) Software License (for internal embedded software, firmware and unless otherwise provided in the State's solicitation document, or in an attachment hereto): Deliverables comprising goods, equipment or products (hardware) may contain software for internal operation, or as embedded software or firmware that is generally not sold or licensed as a severable software product. Software may be provided on separate media, such as floppy diskettes or CD-ROM, or may be included within the hardware at or prior to delivery. Such software is proprietary, copyrighted, and may also contain valuable trade secrets and may be protected by patents. Vendor grants the State a license to use the Code (or any replacement provided) on, or in conjunction with, only the Deliverables purchased, or with any system identified in the solicitation documents. The State shall have a worldwide, nonexclusive, non-sublicensable license to use such software and/or documentation for its internal use. The State may make and install copies of the software to support the authorized level of use. Provided, however that if the hardware is inoperable, the software may be copied for temporary use on other hardware. The State shall promptly affix to any such copy the same proprietary and copyright notices affixed to the original. The State may make one copy of the software for archival, back-up or disaster recovery purposes. The license set forth in this Paragraph shall terminate immediately upon the State's discontinuance of the use of the equipment on which the software is installed. The software may be transferred to another party only with the transfer of the hardware. If the hardware is transferred, the State shall i) destroy all software copies made by the State, ii) deliver the original or any replacement copies of the software to the transferee, and iii) notify the transferee that title and ownership of the software and the applicable patent, trademark, copyright, and other intellectual property rights shall remain with Vendor, or Vendor's licensors. The State shall not disassemble, decompile, reverse engineer, modify, or prepare derivative works of the embedded software, unless permitted under the solicitation documents.

8) Maintenance/Support Services: Unless otherwise mutually provided herein, Vendor agrees to provide the following Support Services for the Hardware and any Software provided with the Deliverables for any years in which the applicable support fees are paid, which may be more particularly described (e.g., in Vendor submitted Attachment E):

HARDWARE/EQUIPMENT:

- a) Basic Services. Vendor will provide at least normal and usual Hardware support and maintenance Services generally provided to customers in a similar program, position or setting consistent with and subject to the payment of the support and maintenance fees agreed upon in this contract, all as indicated in Vendor submitted Attachment E. Vendor warrants to the State that all items furnished will be new (unless otherwise requested in this IFB), of good material and workmanship, and agrees to repair or replace any items which fail to comply with the specifications by reason of defective material or workmanship under normal use, free of State's negligence or accident during initial warranty period specified by Vendor in its offer. Such repair or replacement shall include any transportation costs free of any charge to the State. This statement is not intended to limit any additional coverage, which may normally be associated with a product, such as any "hot switch" or similar replacement warranty program applicable as indicated by the Vendor's support description provided in Attachment B. Any available warranties applicable to replacement Hardware equipment or parts will be passed on to the using Agency.

- b) Telephone Assistance. Vendor shall provide the State with telephone access to technical support engineers for assistance in the proper installation and use of the hardware / equipment, and to report and resolve Support problems, during normal business hours, 8:00 AM Eastern Time to 5:00 PM Eastern Time, Monday-Friday, except for official State holidays..

SOFTWARE:

- a) Error Correction. Upon notice by State of a problem with the Software (which problem can be verified), Vendor shall use reasonable efforts to correct or provide a working solution for the problem. The State shall comply with all reasonable instructions or requests of Vendor in attempts to correct an error or defect in the Program. Vendor and the State shall act promptly and in a reasonably timely manner in communicating error or problem logs, other related information, proposed solutions or workarounds, and any action as may be necessary or proper to obtain or affect maintenance Services under this Paragraph.
- b) Vendor shall notify the State of any material errors or defects in the Deliverables known, or made known to Vendor from any source during the contract term that could cause the production of inaccurate or otherwise materially incorrect, results. Vendor shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.
- c) Updates. Vendor shall provide to the State, at no additional charge, all new releases and bug fixes (collectively referred to as "Changes") for any Software Deliverable developed or published by Vendor and made generally available to its other customers at no additional charge. All such Changes shall become a part of the Software and Documentation and, as such, will be governed by the provisions of this contract.
- d) Telephone Assistance. Vendor shall provide the State with telephone access to technical support engineers for assistance in the proper installation and use of the Software, and to report and resolve Software problems, during normal business hours, 8:00 AM Eastern Time to 5:00 PM Eastern Time, Monday-Friday, except for official State holidays.

9) Travel Expenses: All travel expenses shall be included in the Vendor's proposed costs. Separately stated travel expenses will not be reimbursed. In the event that the Vendor may be eligible to be reimbursed for travel expenses arising under the performance of this contract, reimbursement will be at the out-of-state rates set forth in N.C.G.S. §138-6; as amended from time to time. Vendor agrees to use the lowest available airfare not requiring a weekend stay and to use the lowest available rate for rental vehicles. All Vendor incurred travel expenses shall be billed on a monthly basis, shall be supported by receipt and shall be paid by the State within thirty (30) calendar days after invoice approval. Travel expenses exceeding the foregoing rates shall not be paid by the State. The State will reimburse travel allowances only for days on which the Vendor is required to be in North Carolina performing Services under this contract.

10) Governmental Restrictions: In the event any restrictions are imposed by governmental requirements that necessitate alteration of the material, quality, workmanship, or performance of the Deliverables offered prior to delivery thereof, the Vendor shall provide written notification of the necessary alteration(s) to the Agency Contract Administrator. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract. The State may advise Vendor of any restrictions or changes in specifications required by North Carolina legislation, rule or regulatory authority that require compliance by the State. In such event, Vendor shall use its best efforts to comply with the required restrictions or changes. If compliance cannot be achieved by the date specified by the State, the State may terminate this contract and compensate Vendor for sums due under the contract.

11) Prohibition Against Contingent Fees and Gratuities: Vendor warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of obtaining any contract or award issued by the State. Vendor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any contract by the State, except as shall have been expressly communicated to the State Purchasing Agent in writing prior to

acceptance of the contract or award in question. Each individual signing below warrants that he or she is duly authorized by their respective Party to sign this contract and bind the Party to the terms and conditions of this contract. Vendor and their authorized signatory further warrant that no officer or employee of the State has any direct or indirect financial or personal beneficial interest, in the subject matter of this contract; obligation or contract for future award of compensation as an inducement or consideration for making this contract. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts. Violations of this provision may result in debarment of the Vendor(s) as permitted by 09 NCAC 06B.1206, or other provision of law.

12) Availability of Funds: Any and all payments to Vendor are expressly contingent upon and subject to the appropriation, allocation and availability of funds to the Agency for the purposes set forth in this contract. If this contract or any Purchase Order issued hereunder is funded in whole or in part by federal funds, the Agency's performance and payment shall be subject to and contingent upon the continuing availability of said federal funds for the purposes of the contract or Purchase Order. If the term of this contract extends into fiscal years subsequent to that in which it is approved such continuation of the contract is expressly contingent upon the appropriation, allocation, and availability of funds by the N.C. Legislature for the purposes set forth in the contract. If funds to effect payment are not available, the Agency will provide written notification to Vendor. If the contract is terminated under this paragraph, Vendor agrees to take back any affected Deliverables and software not yet delivered under this contract, terminate any Services supplied to the Agency under this contract, and relieve the Agency of any further obligation thereof. The State shall remit payment for Deliverables and Services accepted prior to the date of the aforesaid notice in conformance with the payment terms.

13) Payment Terms: Payment terms are Net 30 calendar days after receipt of correct invoice or acceptance of the Deliverables, whichever is later. Vendor shall offer electronic invoicing if requested by the Agency. Agency is responsible for all payments under the contract. Agency shall only pay Vendor invoices that contain the required information and are accurate. Agency shall provide prompt notice of any disputed charges or invoices. No additional charges to the Agency will be permitted based upon, or arising from, the Agency's use of a Business Procurement Card. The State may exercise any and all rights of Set Off as permitted in Chapter 105A-1 et. seq. of the N.C. General Statutes and applicable Administrative Rules. Upon Vendor's written request of not less than thirty (30) calendar days and approval by the State or Agency, the Agency may:

- a) Forward the Vendor's payment check(s) directly to any person or entity designated by the Vendor, or
- b) Include any person or entity designated in writing by Vendor as a joint payee on the Vendor's payment check(s), however
- c) In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all contract obligations.

14) Acceptance Criteria: In the event acceptance of Deliverables is not described in additional contract documents, the State shall have the obligation to notify Vendor, in writing ten (10) calendar days following installation of any Deliverable described in the contract if it is not acceptable. The notice shall specify in reasonable detail the reason(s) a deliverable is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for installation and/or testing of Deliverables. Final acceptance is expressly conditioned upon completion of all applicable inspection and testing procedures. Should the Deliverables fail to meet any specifications or acceptance criteria the State may exercise any and all rights hereunder, including such rights provided by the Uniform Commercial Code as adopted in North Carolina. Deliverables discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Deliverables or non-compliance with the specifications was not reasonably ascertainable upon initial inspection. If the Vendor fails to promptly cure the defect or replace the Deliverables, the State reserves the right to cancel the Purchase Order, contract with a different Vendor, and to invoice the original Vendor for any differential in price over the original contract price. When Deliverables are rejected, Vendor shall remove the rejected Deliverables from the premises of the Agency within fourteen (14) calendar days of notification, unless otherwise agreed by the Agency. Rejected items may be regarded as abandoned if not removed by Vendor as provided herein.

15) Equal Employment Opportunity: Vendor shall comply with all Federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or physical disability.

16) Inspection at Vendor's Site: The State reserves the right to inspect, during Vendor's regular business hours at a reasonable time, upon notice of not less than two (2) weeks, and at its own expense, the prospective Deliverables comprising equipment or other tangible goods, or the plant or other physical facilities of a prospective Vendor prior to contract award, and during the contract term as necessary or proper to ensure conformance with the specifications/requirements and their adequacy and suitability for the proper and effective performance of the contract.

17) Advertising/Press Release: Vendor absolutely shall not publicly disseminate any information concerning the contract without prior written approval from the State or its Agent. For the purpose of this provision of the contract, the Agent is the Purchasing Agency Contract Administrator unless otherwise named in the solicitation documents.

18) Confidentiality: In accordance with N.C.G.S. §§143B-1350(e), 143B-1375 and 09 NCAC 06B.0103 and 06B.1001 and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in N.C.G.S. §132-1 et seq. Such information may include trade secrets defined by N.C.G.S. §66-152 and other information exempted from the Public Records Act pursuant to N.C.G.S. §132-1.2. Vendor 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 marking the top and bottom of pages containing confidential information with a legend in boldface type "**CONFIDENTIAL**". By so marking any page, Vendor 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 marked confidential meet the requirements of the Rules and Statutes set forth above. **However, under no circumstances shall price information be designated as confidential.** The State may serve as custodian of Vendor's confidential information and not as an arbiter of claims against Vendor's assertion of confidentiality. If an action is brought pursuant to N.C.G.S. §132-9 to compel the State to disclose information marked confidential, Vendor agrees that it will intervene in the action through its counsel and participate in defending the State, including any public official(s) or public employee(s). Vendor agrees that it shall hold the State and any official(s) and individual(s) harmless from any and all damages, costs, and attorneys' fees awarded against the State in the action. The State agrees to promptly notify the Vendor in writing of any action seeking to compel the disclosure of Vendor's confidential information. The State shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The State shall have no liability to Vendor with respect to the disclosure of Vendor's confidential information ordered by a court of competent jurisdiction pursuant to N.C.G.S. §132-9 or other applicable law.

- a) Care of Information: Vendor agrees to use commercial best efforts to safeguard and protect any data, documents, files, and other materials received from the State or the Agency during performance of any contractual obligation from loss, destruction or erasure.
- b) Vendor warrants that all its employees and any approved third party Vendors or subcontractors are subject to a non-disclosure and confidentiality agreement enforceable in North Carolina. Vendor will, upon request of the State, verify and produce true copies of any such agreements. Production of such agreements by Vendor may be made subject to applicable confidentiality, non-disclosure or privacy laws; provided that Vendor produces satisfactory evidence supporting exclusion of such agreements from disclosure under the N.C. Public Records laws in N.C.G.S. §132-1 et seq. The State may, in its sole discretion, provide a non-disclosure and confidentiality agreement satisfactory to the State for Vendor's execution. The State may exercise its rights under this subparagraph as necessary or proper, in its discretion, to comply with applicable security regulations or statutes including, but not limited to 26 USC 6103 and IRS Publication 1075, (Tax Information Security Guidelines for Federal, State, and Local Agencies), HIPAA, 42 USC 1320(d) (Health Insurance Portability and Accountability Act), any implementing regulations in the Code of Federal Regulations, and any future regulations imposed upon

the Department of Information Technology or the N.C. Department of Revenue pursuant to future statutory or regulatory requirements.

- c) Nondisclosure: Vendor agrees and specifically warrants that it, its officers, directors, principals and employees, and any subcontractors, shall hold all information received during performance of this contract in the strictest confidence and shall not disclose the same to any third party without the express written approval of the State.

19) Deliverables: Deliverables, as used herein, shall comprise all Services, project materials, including goods, software licenses, data, and documentation created during the performance or provision of Services hereunder. Deliverables are the property of the State of North Carolina, except where licensed or leased to the State. Proprietary Vendor materials licensed to the State shall be identified to the State by Vendor prior to use or provision of Services hereunder and shall remain the property of the Vendor. Embedded software or firmware shall not be a severable Deliverable. Deliverables include "Work Product" and means any expression of Licensor's findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, enhancements, and other technical information; but not source and object code or software. All Software source and object code is the property of Licensor and is licensed nonexclusively to the State, at no additional license fee, pursuant to the terms of the software license contained herein, and in the Supplemental Terms and Conditions for Software and Services or the License Agreement if incorporated in the Solicitation Documents.

20) Late Delivery, Back Order: Vendor shall advise the Agency contact person or office immediately upon determining that any Deliverable will not, or may not, be delivered at the time or place specified. Together with such notice, Vendor shall state the projected delivery time and date. In the event the delay projected by Vendor is unsatisfactory, the Agency shall so advise Vendor and may proceed to procure substitute Deliverables or Services.

21) Patent, Copyright, and Trade Secret Protection:

- a) Vendor has created, acquired or otherwise has rights in, and may, in connection with the performance of Services for the State, employ, provide, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and general purpose consulting and software tools, utilities and routines (collectively, the "Vendor Technology"). To the extent that any Vendor Technology is contained in any of the Deliverables including any derivative works, Vendor hereby grants the State a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Vendor Technology in connection with the Deliverables for the State's purposes.
- b) Vendor shall not acquire any right, title, and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the State to Vendor. The State hereby grants Vendor a royalty-free, fully paid, worldwide, perpetual, non-exclusive license for Vendor's internal use to non-confidential Deliverables first originated and prepared by the Vendor for delivery to the State.
- c) Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Services or Deliverables supplied by the Vendor, or the operation of such Deliverables pursuant to a current version of Vendor-supplied software, infringes a patent, or copyright or violates a trade secret in the United States. Vendor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:
 - i) That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and,
 - ii) That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.

- d) Should any Services or software supplied by Vendor, or the operation thereof become, or in the Vendor's opinion are likely to become, the subject of a claim of infringement of a patent, copyright, or a trade secret in the United States, the State shall permit the Vendor, at its option and expense, either to procure for the State the right to continue using the goods/hardware or software, or to replace or modify the same to become noninfringing and continue to meet procurement specifications in all material respects. If neither of these options can reasonably be taken, or if the use of such goods/hardware or software by the State shall be prevented by injunction, Vendor agrees to take back such goods/hardware or software, and refund any sums the State has paid Vendor less any reasonable amount for use or damage and make every reasonable effort to assist the State in procuring substitute Deliverables. If, in the sole opinion of the State, the return of such infringing Deliverables makes the retention of other items of Deliverables acquired from the Vendor under this contract impractical, the State shall then have the option of terminating the contract, or applicable portions thereof, without penalty or termination charge. Vendor agrees to take back such Deliverables and refund any sums the State has paid Vendor less any reasonable amount for use or damage.
- e) Vendor will not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation (i) results from the State's alteration of any Vendor-branded product or Deliverable, or (ii) results from the continued use of the good(s) or Services and Deliverables after receiving notice they infringe a trade secret of a third party.
- f) Nothing stated herein, however, shall affect Vendor's ownership in or rights to its preexisting intellectual property and proprietary rights.

22) Access to Persons and Records: Pursuant to N.C.G.S. §147-64.7, the Agency, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Vendor insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this contract or to costs charged to this contract. Vendor shall retain any such books, records, and accounts for a minimum of three (3) years after the completion of this contract. Additional audit or reporting requirements may be required by any Agency, if in the Agency's opinion, such requirement is imposed by federal or state law or regulation.

23) Assignment: Vendor may not assign this contract or its obligations hereunder except as permitted by 09 NCAC 06B.1003 and this Paragraph. Vendor shall provide reasonable notice of not less than thirty (30) calendar days prior to any consolidation, acquisition, or merger. Any assignee shall affirm this contract attorning to the terms and conditions agreed, and that Vendor shall affirm that the assignee is fully capable of performing all obligations of Vendor under this contract. An assignment may be made, if at all, in writing by the Vendor, Assignee and the State setting forth the foregoing obligation of Vendor and Assignee.

24) Insurance Coverage: During the term of the contract, Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

- a) **Worker's Compensation** - Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$100,000.00, covering all of Vendor's employees who are engaged in any work under the contract. If any work is sublet, Vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract ; and
- b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$2,000,000.00 Combined Single Limit (Defense cost shall be in excess of the limit of liability); and
- c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$5,000.00 medical payment; and

- d) Providing and maintaining adequate insurance coverage described herein is a material obligation of the Vendor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the contract.

25) Dispute Resolution: The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the Agency Contract Administrator for decision. A claim by the State shall be submitted in writing to the Vendor's Contract Administrator for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this contract. If a dispute cannot be resolved between the Parties within thirty (30) calendar days after delivery of notice, either Party may elect to exercise any other remedies available under this contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

26) Default: In the event any Deliverable furnished by Vendor during performance of any contract term fails to conform to any material requirement of the contract specifications, notice of the failure is provided by the State and if the failure is not cured within ten (10) calendar days, or Vendor fails to meet the requirements of Paragraph 14) herein, the State may cancel and procure the articles or Services from other sources; holding Vendor liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraphs 29) and 30) of these Terms and Conditions and the obligation to informally resolve disputes as provided in Paragraph 25) of these Terms and Conditions. Default may be cause for debarment as provided in 09 NCAC 06B.1206. The State reserves the right to require performance guaranties pursuant to 09 NCAC 06B.1207 from the Vendor without expense to the State. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

- a) If Vendor fails to deliver Deliverables within the time required by this contract, the State may provide written notice of said failure to Vendor, and by such notice require payment of a penalty.
- b) Should the State fail to perform any of its obligations upon which Vendor's performance is conditioned, Vendor shall not be in default for any delay, cost increase or other consequences due to the State's failure. Vendor will use reasonable efforts to mitigate delays, costs or expenses arising from assumptions in the Vendor's offers that prove erroneous or are otherwise invalid. Any deadline that is affected by any such failure in assumptions or performance by the State shall be extended by an amount of time reasonably necessary to compensate for the effect of such failure.
- c) Vendor shall provide a plan to cure any default if requested by the State. The plan shall state the nature of the default, the time required for cure, any mitigating factors causing or tending to cause the default, and such other information as the Vendor may deem necessary or proper to provide.

27) Waiver of Default: Waiver by either party of any default or breach by the other Party shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be a modification or novation of the terms of this contract, unless so stated in writing and signed by authorized representatives of the Agency and the Vendor, and made as an amendment to this contract pursuant to Paragraph 41) of these Terms and Conditions.

28) Termination: Any notice or termination made under this contract shall be transmitted via U.S. Mail, Certified Return Receipt Requested. The period of notice for termination shall begin on the day the return receipt is signed and dated.

- a) The parties may mutually terminate this contract by written agreement at any time.

- b) The State may terminate this contract, in whole or in part, pursuant to Paragraph 26) of these Terms and Conditions, or pursuant to the Special Terms and Conditions in the Solicitation Documents, if any, or for any of the following:
- i) Termination for Cause: In the event any goods, software, or service furnished by the Vendor during performance of any contract term fails to conform to any material requirement of the contract, and the failure is not cured within the specified time after providing written notice thereof to Vendor, the State may cancel and procure the articles or Services from other sources; holding Vendor liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraphs 29) and 30) of these Terms and Conditions. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract. Vendor shall not be relieved of liability to the State for damages sustained by the State arising from Vendor's breach of this contract; and the State may, in its discretion, withhold any payment due as a setoff until such time as the damages are finally determined or as agreed by the parties. Additionally, the State may terminate the contract for the following reasons:
- (1) Voluntary or involuntary Bankruptcy or receivership by Vendor.
 - (2) Failure to comply with any and all terms and conditions (general or specific) of this IFB, addenda and subsequent contract.
- ii) Termination for Convenience Without Cause: The State may terminate service and indefinite quantity contracts, in whole or in part by giving thirty (30) days prior notice in writing to the Vendor. Vendor shall be entitled to sums due as compensation for Deliverables provided and Services performed in conformance with the contract. In the event the contract is terminated for the convenience of the State the Agency will pay for all work performed and products delivered in conformance with the contract up to the date of termination.

29) Limitation of Vendor's Liability:

- a) Where Deliverables are under the State's exclusive management and control, Vendor shall not be liable for direct damages caused by the State's failure to fulfill any State responsibilities of assuring the proper use, management and supervision of the Deliverables and programs, audit controls, operating methods, office procedures, or for establishing all proper checkpoints necessary for the State's intended use of the Deliverables.
- b) Vendor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to two times the value of the contract.
- c) The foregoing limitation of liability shall not apply to the payment of costs and damage awards referred to in the Paragraph entitled "Patent, Copyright, and Trade Secret Protection", to claims covered by other specific provisions calling for liquidated damages or specifying a different limit of liability, or to claims for injury to persons or damage to property caused by Vendor's negligence or willful or wanton conduct. This limitation of liability does not apply to the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on this contract.

30) Vendor's Liability for Injury to Persons or Damage to Property:

- a) Vendor shall be liable for damages arising out of personal injuries and/or damage to real or tangible personal property of the State, employees of the State, persons designated by the State for training, or person(s) other than agents or employees of the Vendor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Vendor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Vendor.
- b) Vendor agrees to indemnify, defend and hold the Agency and the State and its Officers, employees, agents and assigns harmless from any liability relating to personal injury or injury to real or personal property of any kind, accruing or resulting to any other person, firm or corporation furnishing or supplying work, Services, materials or supplies in connection with the performance of this contract, whether tangible or intangible, arising out of the ordinary negligence, willful or wanton negligence, or intentional

acts of the Vendor, its officers, employees, agents, assigns or subcontractors, in the performance of this contract.

- c) Vendor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Vendor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Vendor's goods.

31) General Indemnity: Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, accruing or resulting to any other person, firm or corporation furnishing or supplying work, Services, materials or supplies in connection with the performance of this contract. The foregoing indemnification and defense by the Vendor shall be conditioned upon the following:

- a) The Agency shall give Vendor written notice within thirty (30) calendar days after it has actual knowledge of any such claim(s) or action(s) filed; and
- b) Vendor shall have the sole control of the defense of any such claim(s) or action(s) filed and of all negotiations relating to settlement or compromise thereof, provided, however, that the Agency or State shall have the option to participate at their own expense in the defense of such claim(s) or action(s) filed.

32) Changes: This contract and subsequent purchase order(s) is awarded subject to shipment of quantities, qualities, and prices indicated by the order or contract, and all conditions and instructions of the contract or offer on which it is based. Any changes made to this contract or purchase order proposed by Vendor are hereby rejected unless accepted in writing by the Agency or NCDIT Contract Administrator. The State shall not be responsible for Deliverables or Services delivered without a purchase order from the Agency or NCDIT Contract Administrator.

33) Stop Work Order: Reserved

34) Price Adjustments For Term Contracts: Reserved.

35) Time is of the Essence. Time is of the essence in the performance of this contract.

36) Date and Time Warranty: Vendor warrants that any Deliverable, whether hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interface therein which performs any date and/or time data recognition function, calculation, or sequencing, will provide accurate date/time data and leap year calculations. This warranty shall survive termination or expiration of the contract.

37) Independent Contractors: Vendor and its employees, officers and executives, and subcontractors, if any, shall be independent Vendors and not employees or agents of the State. This contract shall not operate as a joint venture, partnership, trust, agency or any other business relationship.

38) Transportation: Transportation of Deliverables shall be FOB Destination; unless otherwise specified in the solicitation document or purchase order. Freight, handling, charges for pallets, charges for special shipping requirements and distribution charges shall be included in the total price of each item. All shipments shall be for inside delivery. Any additional charges included on the invoice shall not be honored for payment, unless authorized by change order by the Agency. In cases where parties other than the Vendor ship materials against this order, the shipper shall be instructed to show the purchase order number on all packages and shipping manifests to ensure proper identification and payment of invoices. Complete packing lists shall accompany each shipment.

39) Notices: Any notices required under this contract shall be delivered to the Contract Administrator for each party. Unless otherwise specified in the Solicitation Documents, any notices shall be delivered in writing by U.S. Mail, Commercial Courier or by hand.

40) Titles and Headings: Titles and Headings in this contract are used for convenience only and do not define, limit or proscribe the language of terms identified by such Titles and Headings.

41) Amendment: This contract may not be amended orally or by performance. Any amendment shall be made in written form and signed by duly authorized representatives of the State and Vendor in conformance with Paragraph 32) of these Terms and Conditions.

42) Taxes: The State of North Carolina is exempt from Federal excise taxes and no payment will be made for any personal property taxes levied on the Vendor or for any taxes levied on employee wages. Agencies of the State may have additional exemptions or exclusions for federal or state taxes. Evidence of such additional exemptions or exclusions may be provided to Vendor by Agencies, as applicable, during the term of this contract. Applicable State or local sales taxes shall be invoiced as a separate item.

43) Governing Laws, Jurisdiction, and Venue:

- a) This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. The place of this contract or purchase order, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. Vendor agrees and submits, solely for matters relating to this contract, to the jurisdiction of the courts of the State of North Carolina, and stipulates that Wake County shall be the proper venue for all matters.
- b) Except to the extent the provisions of the contract are clearly inconsistent therewith, the applicable provisions of the Uniform Commercial Code as modified and adopted in North Carolina shall govern this contract. To the extent the contract entails both the supply of "goods" and "Services," such shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when deeming such Services as "goods" would result in a clearly unreasonable interpretation.

44) Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

45) Compliance with Laws: Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

46) Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect. All promises, requirement, terms, conditions, provisions, representations, guarantees and warranties contained herein shall survive the expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statute, including statutes of repose or limitation.

47) Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the Agency shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n), and any amendments thereto.

48) Electronic Procurement (Applies to all contracts that include E-Procurement and are identified as such in the body of the solicitation document): Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement

Service. Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

- a) **The successful Vendor(s) shall pay a transaction fee of 1.75% (.0175) on the total dollar amount (excluding sales taxes) of each purchase order issued through the Statewide E-Procurement Service.** This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall neither be charged to nor paid by the State, or by any State approved users of the contract. The transaction fee shall not be stated or included as a separate item in the proposed contract or invoice. There are no additional fees or charges to the Vendor for the Services rendered by the Supplier Manager under this contract. Vendor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the contract.
- b) Vendor, or its authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on purchase orders issued for the prior month. Unless Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice within thirty (30) calendar days of the receipt of invoice, such invoice shall be deemed to be correct and Vendor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Vendor is due to the account designated by the State within thirty (30) calendar days after receipt of the correct invoice for the transaction fee, which includes payment of all portions of an invoice not in dispute. Within thirty (30) calendar days of the receipt of invoice, Vendor may request in writing an extension of the invoice payment due date for that portion of the transaction fee invoice for which payment of the related goods by the governmental purchasing entity has not been received by the Vendor. If payment of the transaction fee invoice is not received by the State within this payment period, it shall be considered a material breach of contract. The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.
- c) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, offers received, evaluation of offers received, award of contract, and the payment for goods delivered.
- d) Vendor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If a Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges for such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

49) Electronic Procurement (Applies only to Statewide Term Contracts): Within fifteen (15) calendar days of notice, Vendor shall provide supplier information, contract pricing and other product related information requested by the State or the Supplier Manager. This information shall include such information as Vendor name, SKU, brand/manufacturer, product name and a brief description, unit of measure, price, and other similar information properly requested by the State of the Supplier Manager to facilitate purchasing from the contract. This information shall be posted by the Vendor in the format provided by the Supplier Manager, or as otherwise provided in a template or format required by the State. No costs or expenses associated with providing this information shall be charged to the State, its agents (including Supplier Manager) or State approved users of the contract. For the purposes of this contract, Vendor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to reproduce and display Vendor's trademarks, service marks, logos, trade dress or other branding designation that identifies the goods available

under the contract. The Supplier Manager shall create and maintain, with Vendor's timely assistance, web-based placement of contract information, where appropriate, that includes the contract items distributed by the Vendor within the appropriate contract segment. The State shall provide any price adjustment/product modification information that it has approved during the course of the contract, to the Supplier Manager immediately upon such change.

- a) If the Vendor is not the manufacturer, then it shall be the Vendor's responsibility to obtain authorization from the manufacturer to comply with the provisions of this contract including any appropriate intellectual property rights of the manufacturer. If the Vendor is the manufacturer, then the manufacturer shall only authorize dealers, outlets, distributors, value added resellers, etc. (together, "Authorized Resellers") within their network that can comply with the provisions of this contract.
- b) Vendor is and shall remain responsible for paying the transaction fee on behalf of its authorized reseller in the event that the authorized reseller defaults.

Section H. Lease Terms and Conditions

The terms and conditions in this Section shall supersede those of Section G of this IFB in the event of any conflict.

- 1) **LEASE PRICES:** Lease prices shall remain firm throughout the lease period selected by the Lessee. Lease agreements shall be effective on the first day following the executed Certificate of Acceptance. No interim rent, lease payment or interim term may be charged under any circumstances. The date of acceptance is that date listed on the Certificate of Acceptance Form (annexed hereto) after equipment has been installed, tested and designated Agency personnel trained. Leases shall only be executed under this Agreement if the Vendor is the Lessor.
 - a) The term of any lease shall be established as consecutive thirty-six (36) month, consecutive forty-eight (48) month, or consecutive sixty (60) month term.
 - b) Lease equipment's unit price may include a full service maintenance agreement for the term of the lease if requested by Agency. Maintenance shall include full service including preventive maintenance, all service calls, Consumable supplies (excluding paper and staples), travel, loaner equipment and no charge replacement of all defective or worn parts and machines. If costs for maintenance agreement are included in the monthly lease price, they shall be shown separately for informational purposes as maintenance agreement pricing is used when calculating a lease total cost analysis.
- 2) **EXPIRATION OF LEASE:** Lease agreements shall expire upon completion of the specified lease period and shall not be automatically renewed for a new lease period. No termination notice shall be required by either party at end of lease. All equipment leased under each lease agreement shall be removed from Agency's location within ten (10) business days after expiration of lease at Vendor's expense. All equipment removal shall be coordinated with Agency.
- 3) **TERM OF LEASE CONTRACT:** The Notice of Award will establish a lease with a term of 36, 48, or 60 months from the Acceptance Date (as defined herein), or a contract for purchase of equipment and maintenance of such equipment. The Agency may, at its sole option and discretion, renew a lease for not more than one (1) additional term upon written notice to Vendor, with any renewal beginning upon the anniversary date of the lease. Exercise of the renewal option shall be made, if at all, by the Agency not less than thirty (30) calendar days prior to the end of the contract term. The renewal period will be under the same terms and conditions as this contract.
- 4) **TERMINATION OF LEASE:**
 - a) Lease termination for convenience: Reserved
 - b) This contract may be terminated with thirty (30) calendar days written notice to Vendor if the organizational activity within the State Agency using the equipment is discontinued or disestablished.
 - c) Lease Cancellation Due To Non-Performance: The lease contract may be cancelled at any time during the lease period for Vendor or equipment non-performance or failure to meet Section C pursuant to Section H, Paragraph 10) (Default and Remedies). If the Lessee requests removal of leased equipment, Lessor will cancel the lease effective immediately with no additional payments due from Agency. Equipment will be removed from Lessee site within ten (10) days of such written notice at no cost to the Lessee.
 - d) Contract Conversion: After having served a thirty (30) calendar day written notification of termination to the Vendor, the State, shall have the right to rent the equipment on a month-to-month basis at the Vendor's then current commercial rates.
 - e) Expiration of Lease Term: Any lease shall terminate upon expiration of the lease contract term unless earlier renewed as permitted herein.

- 5) TAXES: The Agency agrees to pay any taxes due for which the State is not exempt. Any applicable taxes shall be invoiced separately to the purchasing Agency.
- 6) AMOUNT AND TIME OF PAYMENT: All payments due under this contract are solely the responsibility of the purchasing Agency. The North Carolina Department of Information Technology is responsible for soliciting the contract, but has no liability with respect to payments, breaches, or penalties. Lease Charges will be invoiced in advance as of the first of each month or quarter as agreed by the Agency. When a machine or model changes, or feature is installed for a part of a calendar month, the Lease Charges will be prorated on the basis of a 30-day month. Payment will be made within thirty (30) calendar days after the date of a correct invoice. All other charges due hereunder are payable as specified in the invoice.
- 7) REFRESH REQUIREMENTS: At the Agency's option, Vendor shall provide upgrade/refreshments of hardware on all equipment leased after three (3) years from the date of installation of any such equipment.
- 8) PRICE PROTECTION PERIOD:
- a) The lease rates for leased machines or equipment shall not increase during the initial term; except as may be agreed pursuant to Section G, Paragraph 32)(Changes).
 - b) Any rate reductions which might be generally available during the contract period on the part of the Vendor to other state and local government Agencies will be passed on to the Agency, when effective, at any time during the contract period.
- 9) ASSIGNMENT: Vendor may not assign this contract or its obligations hereunder except as permitted by 09 NCAC 06B.1003 and this Paragraph. Vendor shall provide reasonable notice of not less than thirty (30) calendar days prior to any consolidation, acquisition, or merger. Any assignee shall affirm this contract attorning to the terms and conditions agreed, and that Vendor shall affirm that the assignee is fully capable of performing all obligations of Vendor under this contract. An assignment may be made, if at all, in writing by the Vendor, Assignee and the Agency setting forth the foregoing obligation of Vendor and Assignee. Vendor may assign its right to receive payment under this contract with written permission of the State. In no event does the recognition of assignment of the Vendor's right to receive payments obligate the Agency to anyone except the Vendor. The Agency merely recognizes financial assignment as a convenience to the Vendor and will hold the Vendor responsible for fulfillment of all contract obligations. Payments under an assignment of financial rights shall be in accordance with the General Statutes of North Carolina as follows:
- a) Check made payable to the Vendor and Vendor endorses it over to the Assignee,
 - b) Check made payable to the Vendor and forwarded directly to Assignee, or
 - c) Check made payable jointly to the Vendor and Assignee and forwarded directly to the Assignee.
- 10) DEFAULT AND REMEDIES:
- a) Any of the following events will constitute an Event of Default under this contract:
 - i) The Agency fails to make any payment required when due and such failure continues after written notice by Vendor for a period of thirty (30) calendar days after the written notice is delivered, and the Vendor is not in default.
 - ii) The Agency fails to observe or perform any other covenants, conditions or agreements of the contract and such failure continues for thirty (30) calendar days without cure after the Vendor delivers written notice of the failure to the Agency.
 - iii) Vendor fails to apply any payment required to be paid under this contract towards the Agency's obligation hereunder.
 - iv) Vendor fails to comply with this contract, or otherwise observe, keep or perform any provision of this contract required to be observed, kept or performed by Vendor.
 - b) Remedies: In the event of default as specified above, failure by either the Vendor or Agency to remedy such default within a period of thirty (30) calendar days from receipt of written notice of said default and demand for cure therefore by either party, may take any of the following actions:

- i) Vendor or the Agency may, at their respective option(s), and, as may be applicable, proceed by appropriate court action(s) to enforce performance of the applicable covenants of this contract or to recover damages for breach.
 - ii) The Agency may terminate said contract and direct the Vendor to remove all equipment at the Vendor's expense with no costs of termination or equipment removal to be incurred by the Agency.
 - iii) Further Remedies: All remedies of the Vendor and the Agency are cumulative and may be exercised concurrently or separately. The exercise of any other remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy.
- c) Penalty Charges: The Agency and State shall not be obligated to pay charges of any type for termination or penalty.
- 11) EQUIPMENT RETURN: Vendor shall be responsible for all standard delivery and removal charges. Equipment shall be in good repair, condition and working order, ordinary wear and tear alone excepted.
- 12) NON-PERFORMANCE: If the Agency determines the equipment is not rendering satisfactory service, the Vendor will review the service activity of such equipment with the Agency and determine corrective action for the Vendor. If no solution is reached the Agency may terminate this contract for non-performance under Section H, Paragraph 4) (Termination of Lease).
- 13) INSTALLATION AND DELIVERY: Pricing shall include delivery to the purchasing Agency, F.O.B. destination, freight prepaid, delivery, uncrating, assembly, installation, making ready for use, removal of debris and instruction of Agency personnel. No other fees or charges will be paid by the Agency. Equipment and supplies shall be delivered within twenty (20) business days after receipt of order. Vendor shall notify the Agency at least forty-eight (48) hours in advance of delivery so that necessary arrangements can be made. Vendor shall be responsible for any damages to building or individuals as a result of delivery and installation.
- a) Vendor shall be solely responsible for the delivery and installation of equipment. Installed equipment shall conform to Section C. Technical Specifications, and equipment shall be ready for use by the installation date(s) specified.
 - b) Installation dates may be changed by mutual consent of the Agency and the Vendor.
 - c) The Agency will use its best efforts to have the installation site(s) prepared in accordance with the Vendor's written minimum site and environmental requirements by the facility readiness date.
 - d) If the equipment is certified to be ready for use prior to the installation date, the Agency, at its option, may elect to use the equipment and change the installation date accordingly.
 - e) The method of shipment shall be consistent with the nature of the machines and hazards of transportation.
 - f) Installation shall be performed in a professional and workmanlike manner and conform to all recommendations of the manufacturer, and good construction and engineering practices.
 - g) During the period of installation the facilities may be in use by the user. Vendor shall schedule and coordinate the work with the user to cause the least possible interference with or interruption of the user's activities in and around the facilities. It is intended that work within the building be performed during normal working hours of the user unless otherwise required by the Agency.
 - h) Vendor shall be completely responsible for any damages caused solely by the Vendor or its agent(s) to the building, its contents, or the surrounding grounds as a direct result of the installation of any equipment.
 - i) Upon completion of the work, Vendor shall clean up and remove all debris, cartons, etc., which was caused specifically by the Vendor or its agent(s) and shall maintain all exit ways free and clear at all times.
 - j) Delivery shall not be considered to have occurred until installation has been completed.

- 14) TITLE: Vendor shall retain all right, title and interest in the equipment and integrated or installed software during the term of the lease; provided, however, that Vendor shall not pledge said property as security for any third party, suffer any lien or attachment of said property, nor otherwise encumber the property in any manner that may compromise the Agency's use of said property. Title to the equipment will be conveyed to the State effective upon Agency's exercise of any available purchase option and payment therefor.
- 15) RISK OF LOSS OR DAMAGE: Risk of loss or damage shall remain with the Vendor for the duration of this lease contract. The Lessee shall be relieved from property risks including: loss or damage to all Leased Item(s) during the periods of transportation, installation, and the Lease Term except when loss or damage is due to the negligent acts of the Lessee. It is the responsibility of the Vendor to insure all equipment.
- 16) PERSONAL PROPERTY: The equipment will remain personal property and shall not be attached to realty so as to change its character to that of a fixture. The State shall have no right, title or interest in the equipment outside of the leasehold covered by this contract.
- 17) WARRANTIES AND REPRESENTATIONS OF THE AGENCY: The Agency represents and warrants to Vendor, and so long as this contract is in effect or any part of Agency obligations to Vendor remain unfulfilled, the Agency shall continue to warrant at all times that:
- a) The Agency will not change or remove any insignia or lettering which Vendor may place on the equipment to indicate its ownership interest therein unless and until such equipment is acquired by the Agency at the end of the lease in accordance with the applicable provisions of this contract.
 - b) The Agency will keep the equipment free from any lien, encumbrance or legal process and the Agency will discharge such claims as it is responsible for creating or causing.
- 18) MAINTENANCE OF EQUIPMENT:
- a) Vendor shall keep the equipment in good repair, condition and working order and shall always be responsive to the maintenance requirements of the Agency. For this purpose, Vendor shall have full and free access to the equipment subject to the security policies and procedures of the Agency. Parts required for repair may be new, reprocessed or recovered. Maintenance of equipment shall be provided on an "on call" basis unless otherwise agreed in a separate maintenance agreement.
 - b) Basic services shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship.
 - c) If applicable, Agency agrees to provide meter reading in the manner prescribed by the Vendor. If not provided, Vendor may estimate the meter reading or read it remotely and bill accordingly.
 - d) Vendor shall specify the preventive maintenance schedule required for each system upon installation. The Agency will allow the Vendor time for preventive maintenance. Preventive maintenance will normally be performed at a time mutually agreed to by the Agency and the Vendor. Unless otherwise stated, services will be provided during Agency's standard working hours (8:00 AM Eastern Time to 5:00 PM Eastern Time, excluding official State holidays).
 - e) All remedial maintenance will be performed promptly after notification of equipment becoming inoperative. Vendor shall provide the Agency with a designated point of contact and shall make arrangements to enable its maintenance representative to receive such notification.
 - f) There will be no charge for travel expenses associated with maintenance service under this contract.
 - g) The Agency agrees to pay, at Vendor's applicable time and material rates then in effect, all charges for maintenance and other service activities, or to pay for loss of or damage to a machine, caused by (1) use of the machine for other than the purposes for which it was designed, or (2) alterations and attachments not authorized by Vendor or the equipment manufacturer.
 - h) If Vendor is unable to maintain the equipment, Vendor will replace the equipment with an identical product or another product of equal or greater capabilities. If a replacement product is provided there will not be an additional charge during the current term.

- 19) ALTERATIONS AND ATTACHMENTS: An alteration is defined as any change to a machine which deviates from the manufacturer's physical, mechanical or electrical machine design whether or not additional devices or parts are required. An attachment is defined as the mechanical, electrical or electronic interconnection to a machine that is not supplied by Vendor. An alteration or attachment to a machine may be made only upon approval by the Vendor, which approval shall not be unreasonably withheld. The Agency agrees to pay all charges related to the alteration or attachment that it requires. Any alteration or attachment required by the manufacturer or Vendor shall be made at the Vendor's expense. The Agency further agrees to remove any alteration or attachment and to restore the machine to its normal, unaltered condition prior to its return to Vendor, or upon notice from Vendor that the alteration or attachment creates a safety hazard or renders maintenance of the machine impractical.
- 20) PRODUCT SUBSTITUTION: Vendors may submit product substitutions as defined in Section E, Subsection 15 of this IFB.
- 21) RELOCATION: In the event Agency desires to relocate the equipment within its offices or elsewhere in North Carolina State Government, the Vendor will submit a price quotation not to exceed Vendor's cost for the move or will prepare equipment to be moved by other mutually acceptable means.
- 22) INSURANCE: The State is covered under a program of self-insurance.
- 23) NOTICES: All notices and other communications made or required to be given under this contract shall be made in writing and mailed to the Vendor's designated representative and the NCDIT Contract Administrator.
- 24) BUY-OUT: Vendor shall provide the Agency, within six (6) months before the end of the lease term, costs for all Document Output Devices owned by the Vendor. If the Agency decides not to renew the lease, the Agency and Vendor will mutually agree to a schedule within four (4) weeks prior to the end of the lease for the removal of any of the Vendor's provided Document Output Devices unless a buyout agreement is executed. Vendor will be responsible for the costs associated with the removal of all Vendor-provided Document Output Devices.

Attachment B: Offeror Response Template

Vendor shall review the Technical Requirements in the table below and in the space provided below each Technical Requirement **describe their proposed approach or ability to meet or exceed each Technical Requirement**. Vendor's responses shall be complete and comprehensive with a corresponding emphasis on being concise and clear. Vendor may include additional materials in a separate appendix in their offer and reference these additional materials in the applicable response to the Technical Requirements. Vendor shall not add or delete rows in this Attachment, or change the order of the rows in the tables.

Technical Requirement	
TR1	Vendor shall certify that it is the Manufacturer of the equipment proposed in the offer. Manufacturer means a company that, as its primary business function, designs, assembles, owns the trademark/patent and markets printer and multifunctional devices. If Vendor is the single authorized representative of the Manufacturer of the equipment proposed in the offer, the Vendor shall provide with its offer a letter on the Manufacturer's letterhead stating such. Failure to supply the letter may result in elimination of the related offer from the solicitation process.
TR2	Per Section B, Subsection 3C, Vendor shall certify that is not an ineligible vendor as set forth in N.C.G.S. § 143-59.1 (a)
TR3	Per Section B, Subsection 3H, Vendor shall indicate if it or any third parties, subcontractors, or partners it intends to use to deliver goods and services to Agencies are a Historically Underutilized Business as defined by the State. If so, Vendor shall specific the classification of Historically Underutilized Business that it or its third parties, subcontractors, or partners fall under.
TR4	Per Section B, Subsection 3I, Vendor may indicate if the <u>packaging</u> of products offered in response to this IFB contain recycled content. If yes, Vendor may indicate the percentage of recycled content in the packaging and if the packaging can be recycled.
TR5	Per Section B, Subsection 3I, Vendor may indicate if the <u>products</u> offered in response to this IFB contain recycled content. If yes, Vendor may indicate the recycled material and the overall percentage of recycled content in the products.
TR6	Per Section B, Subsection 3I, Vendor may indicate how the products offered in response to this IFB can be recycled at the end of their use.
TR7	Per Section C, Subsection 1, Vendor shall review and understand the North Carolina Statewide Technical Architecture that is located at https://it.nc.gov/services/it-architecture/statewide-architecture-framework and certify that their proposed Document Output Devices are compatible with the North Carolina Statewide Technical Architecture.
TR8	Per Section C, Subsection 2, Vendor shall review and identify any potential opportunities to leverage the State's existing resources and license agreements that are viewable at: http://it.nc.gov/services/license-and-agreements
TR9	Per Section C, Subsection 3, Vendor shall state whether its proposed Document Output Devices can externalize identity management and can utilize the North Carolina Identity Service (NCID) for the identity management and authentication related functions performed by this application.

Technical Requirement	
TR10	Per Section C, Subsection 7e, Vendor shall provide Document Output Devices under this contract that support Agencies' compliance with the Statewide Data Classification and Handling Policy (located at https://it.nc.gov/document/statewide-data-classification-and-handling-policy), the Statewide Information Security Manual, Section 040906 Securing Multifunctional Devices (MFDs) and Network Printers (located at http://it.nc.gov/document/statewide-information-security-manual), and the National Institute of Standards and Technology Guidelines for Media Sanitization (located at http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf).
TR11	Vendor shall clear all internal memory, buffer, or other reusable memory in order to effectively deny access to previously stored information in the equipment <u>prior to the installation and removal / de-installation of any Vendor provided or Vendor managed Document Output Device from an Agency's premise</u> . This requirement applies to any part, piece, or component of a particular piece of Document Output Device that may be installed or removed for repair, replacement, or servicing and that contains internal memory, buffer, or other reusable memory.
TR12	Per Section E, Subsection 2, Vendor shall provide evidence of financial stability with its offer.
TR13	Per Section E, Subsection 3, Vendor shall provide its response regarding civil litigation, arbitration, proceeding, or judgments as appropriate.
TR14	Per Section E, Subsection 4, Vendor shall provide its response regarding convictions as appropriate.
TR15	Per Section E, Subsection 6, Vendor shall detail the manner in which it intends to utilize resources or workers. This includes whether any of the work under this contract will be performed outside the United States.
TR16	Per Section E, Subsection 8, Vendor shall describe their standard warranty for each proposed Document Output Device model.
TR17	Per Section E, Subsection 9, Vendor shall describe their proposed maintenance agreements for each proposed Document Output Device model.
TR18	Per Section E, Subsection 12, Vendor shall describe its proposed service plan and how they will be able to support the service requirements with Agencies across all counties within the State of North Carolina. This shall include a list of all third parties, subcontractors, and partners Vendor intends to use to deliver goods and services within the scope of this IFB to Agencies, and describe the specific scope of products and services that each of the entities will provide. Vendor shall confirm that any entity providing service and repair are authorized to service and repair all Document Output Devices proposed in the Vendor's offer during and after the warranty period.
TR19	Per Section E, Subsection 13, Vendor shall describe their approach and capabilities to meet or exceed each of the listed Service Level Agreements. This includes how Vendor will track and report the listed Service Level Agreements versus the minimum thresholds in Table 3 in Section E, Subsection 14.
TR20	Per Section E, Subsection 18, Vendor shall describe their restocking policy after thirty (30) calendar days from receipt of Document Output Device or peripheral, including any restocking fees.

Technical Requirement	
TR21	Per Section E, Subsection 29, Vendor shall certify that it meets the minimum sales volume requirement and has included required evidence in its offer.

Attachment C: Customer Reference Template

Vendor shall use this template to submit two (2) Customer References with their offer.

Name of Organization		Contact Person Name	
Contract Start Date		Contact Person Title	
Contract End Date		Contact Person Telephone Number	
		Contact Person Email Address	
Describe the quantity and type of Document Output Devices provided to the customer, including any support services (e.g., maintenance, training). Include details of how your company delivered (did not have to have installed) in the last two years a large number (i.e., 700 or more) of Document Output Devices that are in the scope of this IFB within a short period of time (i.e., 30 calendar days or less).			
Describe the major Service Level Agreements used on this contract, including minimum threshold and actual values that your company has delivered against the established Service Level Agreements.			

Attachment D: Technical Specifications

Lot	Document Output Device Segment	Minimum Functions ¹	Mono / Color	Maximum Original & Copy Paper Size	Estimated Monthly Page Volume	Minimum Copies per Minute (Mono) ²	Maximum Printing First Page Out Time (Mono)	Minimum Memory	Duplex Printing	Desired Paper Input Capacity	Desired Output Tray Capacity	
A	1 Inkjet Mobile Printer - 3 or more CPM (Color)	P	Color	8.5 X 14	100	3 or more	18 seconds	128MB	Not Required	50	25	
	2 Inkjet MFD - 11 to 20 CPM (Color)	P, C, S, F	Color	8.5 X 14	250	11 to 20	18 seconds	128MB	Not Required	100	25	
B	3 Laser Printer - 19 to 30 CPM (Mono)	P	Mono	8.5 X 14	1,500	19 to 30	15 seconds	256MB	Required	250	100	
	4 Laser Printer - 11 to 20 CPM (Color)	P	Color	8.5 X 14	1,500	11 to 20	15 seconds	256MB	Required	250	100	
	5 Laser Printer - 31 to 44 CPM (Mono)	P	Mono	8.5 X 14	3,000	31 to 44	12 seconds	256MB	Required	250	100	
	6 Laser Printer - 21 to 34 CPM (Color)	P	Color	8.5 X 14	3,000	21 to 34	12 seconds	256MB	Required	250	100	
	7 Laser Printer - 45 or more CPM (Mono)	P	Mono	8.5 X 14	5,000	45 or more	10 seconds	512MB	Required	500	150	
	8 Laser Printer - 35 or more CPM (Color)	P	Color	8.5 X 14	5,000	35 or more	10 seconds	512MB	Required	500	150	
	9 Laser Printer - 30 or more CPM (Mono)(Ledger)	P	Mono	11 X 17	4,000	30 or more	12 seconds	512MB	Required	500	250	
	10 Laser Printer - 20 or more CPM (Color)(Ledger)	P	Color	11 X 17	4,000	20 or more	12 seconds	512MB	Required	500	250	
	11 Digital MFD - 19 to 30 CPM (Mono)	P, C, S, F	Mono	8.5 X 14	2,500	19 to 30	12 seconds	256MB	Required	250	150	
	12 Digital MFD - 14 to 30 CPM (Color)	P, C, S, F	Color	8.5 X 14	2,500	14 to 30	12 seconds	256MB	Required	250	150	
	13 Digital MFD - 21 to 30 CPM (Mono)(Ledger)	P, C, S, F	Mono	11 X 17	4,000	21 to 30	12 seconds	256MB	Required	250	150	
	14 Digital MFD - 21 to 30 CPM (Color)(Ledger)	P, C, S, F	Color	11 X 17	4,000	21 to 30	12 seconds	256MB	Required	250	150	
	15 Digital MFD - 31 to 40 CPM (Mono)	P, C, S, F	Mono	8.5 X 14	12,000	31 to 40	12 seconds	256MB	Required	250	250	
	16 Digital MFD - 31 to 40 CPM (Color)	P, C, S, F	Color	8.5 X 14	12,000	31 to 40	12 seconds	256MB	Required	250	250	
	17 Digital MFD - 31 to 40 CPM (Mono)(Ledger)	P, C, S, F	Mono	11 X 17	12,000	31 to 40	12 seconds	512MB	Required	500	250	
	18 Digital MFD - 31 to 40 CPM (Color)(Ledger)	P, C, S, F	Color	11 X 17	12,000	31 to 40	12 seconds	512MB	Required	500	250	
	C	19 Digital MFD - 41 to 54 CPM (Mono)	P, C, S, F	Mono	8.5 X 14	16,000	41 to 54	10 seconds	512MB	Required	1,000	500
		20 Digital MFD - 41 to 54 CPM (Color)	P, C, S, F	Color	8.5 X 14	16,000	41 to 54	10 seconds	512MB	Required	1,000	500
21 Digital MFD - 41 to 54 CPM (Mono)(Ledger)		P, C, S, F	Mono	11 X 17	16,000	41 to 54	10 seconds	1GB	Required	1,000	500	
22 Digital MFD - 41 to 54 CPM (Color)(Ledger)		P, C, S, F	Color	11 X 17	16,000	41 to 54	10 seconds	1GB	Required	1,000	500	
23 Digital MFD - 55 to 69 CPM (Mono)		P, C, S, F	Mono	8.5 X 14	25,000	55 to 69	10 seconds	1GB	Required	2,000	500	
D	24 Digital MFD - 55 to 69 CPM (Mono)(Ledger)	P, C, S, F	Mono	11 X 17	25,000	55 to 69	10 seconds	1GB	Required	2,000	1,000	
	25 Digital MFD - 55 to 69 CPM (Color)(Ledger)	P, C, S, F	Color	11 X 17	25,000	55 to 69	10 seconds	1GB	Required	2,000	500	
	26 Digital MFD - 70 to 90 CPM (Mono)	P, C, S, F	Mono	8.5 X 14	50,000	70 to 90	8 seconds	1GB	Required	2,000	500	
	27 Digital MFD - 70 to 90 CPM (Mono)(Ledger)	P, C, S, F	Mono	11 X 17	50,000	70 to 90	8 seconds	1GB	Required	2,000	500	
	28 Digital MFD - 70 to 90 CPM (Color)(Ledger)	P, C, S, F	Color	11 X 17	50,000	70 to 90	8 seconds	1GB	Required	2,000	500	

¹ P = Print, C = Copy, S = Scan, F = Fax

² All Copies per Minute speeds are based on use of 8.5" x 11" paper with auto exposure and other enhancing features disabled.

Attachment E: Price Proposal

Only Attachment E worksheets and columns that require Vendor to enter information are displayed below. Vendor shall request from the Procurement Officer listed on page 1 of this IFB an Excel version of Attachment E to enable Vendor to provide all Pricing related requested information.

Vendor shall use this workbook and follow the instructions below to submit its proposed Document Output Devices and pricing for evaluation by the State.

The State shall evaluate the estimated total cost of a Vendor's proposed Document Output Devices across a three year period for both a purchase option and a lease option. The Document Output Devices are grouped into lots as indicated in column A on the Pricing Sheet worksheet. **Vendor is required to propose a Document Output Device for every segment within a lot, but Vendor is not required to propose Document Output Devices for every lot.** Vendor shall follow the instructions below, **being sure to scroll down to see all 19 steps**

Applicable Worksheet	Step	Directions	Vendor Input Check			
			Lot A	Lot B	Lot C	Lot D
Instructions	1	Fill in your company's name here ==>	Missing			
Pricing Sheet	2	Review and complete Pricing Sheet worksheet, using gray-shaded cells to provide the requested information for each Document Output Device segment listed in column C for the lots the Vendor intends to include in their offer. After reviewing the detailed technical specifications for each Document Output Device segment in Section C. Technical Specifications and Attachment D. Technical Specifications of this IFB, Vendor shall identify the following for the proposed Document Output Device model that meets or exceeds the technical standards: Manufacturer's Name in column D, Manufacturer's Model Number in column E, Manufacturer's Part Number in column F, Device MSRP in column G, and Device Discount % in column H. Column I will automatically calculate the final New Device NC Discounted Purchase Price by multiplying the Device MSRP by (1 minus the Device Discount %).	Missing	Missing	Missing	Missing
Pricing Sheet	3	To set the pricing for all Peripherals offered for the proposed Document Output Device, Vendor shall enter the proposed Peripherals Discount % in column K. Column L will automatically calculate the final Peripheral NC Discounted Purchase Price by multiplying the Estimated Peripheral MSRP in column J by (1 minus the Peripherals Discount %). The Estimated Peripheral MSRP in column J is calculated by taking 20% of the Device MSRP in column G to reflect the State's assumption that an estimated 20% of total purchases are for peripherals.	Missing	Missing	Missing	Missing
Pricing Sheet	4	To set the pricing for all extended warranties offered for the proposed Document Output Device, Vendor shall indicate the Standard Manufacturer Warranty Included with Purchase (e.g., 12 months advanced exchange) in column M. <u>For purposes of pricing evaluation only</u> , Vendor shall provide the following for an Extended Warranty to start immediately after the expiration of the standard warranty coverage that was included with purchase, and end after the third year from purchase: Extended Warranty Plan Part Number in column N, Extended Warranty Plan MSRP in column O, and the proposed Extended Warranty Plan Discount % in column P. Column Q will automatically calculate the final Extended Warranty NC Discounted Purchase Price by multiplying the Extended Warranty Plan MSRP by (1 minus the Extended Warranty Plan Discount %). For Lot A and Laser Printers, Vendor shall assume the Extended Warranty will be for Exchange. For Digital MFDs, Vendor shall assume Extended Warranty is for On-Site Next Business Day. If Vendor does not offer the assumed level of Extended Warranty, Vendor shall propose the closest Extended Warranty that Vendor does offer.	Missing	Missing	Missing	Missing
Pricing Sheet	5	For the proposed Document Output Device, Vendor shall provide <u>Fair Market Value</u> Lease Factors for new Document Output Devices and Peripherals (excluding software) for 36-month, 48-month, and 60-month lease terms in columns R, T, and V respectively. The estimated total Lease Cost for 36-month, 48-month, and 60-month lease terms for each segment will be automatically calculated in columns S, U, and W by multiplying the New Device NC Discounted Purchase Price by the applicable Lease Factor provided by the Vendor for the Lease Term and by the number of months in the Lease Term. Vendor shall provide Lease Factors for Software for 36-month, 48-month, and 60-month lease terms in columns X, Y, and Z respectively.	Missing	Missing	Missing	Missing
Pricing Sheet	6	Vendor shall indicate pricing for maintenance coverage for purchased or leased Document Output Devices by entering the Annual Maintenance Plan Part Number in column AA, Annual Maintenance Plan MSRP in column AB, and the Annual Maintenance Plan Discount % in column AC. Column AD will automatically calculate the final Annual Maintenance Plan NC Discounted Purchase Price by multiplying the Annual Maintenance Plan MSRP by (1 minus the Annual Maintenance Plan Discount %). The proposed Annual Maintenance Plan pricing shall not include allowances for any minimum click volumes. Vendor shall indicate the Maintenance Cost per Copy for Mono in column AF and the Maintenance Cost per Copy for Color in column AG (when applicable). Column AH automatically calculates the estimated 3-year total maintenance cost for each proposed Document Output Device by multiplying the Annual Maintenance Plan NC Discounted Purchase Price by 3 years, and then multiplying the estimated 3-year page volume (Estimated Monthly Page Volumes in column AK multiplied by 36 months) by the Maintenance Cost per Copy (Mono) for Mono Document Output Devices and a blended Maintenance Cost per Copy for Color Document Output Devices (assuming 62% Mono and 38% Color for Color Document Output Devices).	Missing	Missing	Missing	Missing
Pricing Sheet	7	Vendor has <u>option</u> to provide Agencies with refurbished Document Output Devices in any and all of the segments listed in column C in the Pricing Sheet worksheet. Since the model of refurbished Document Output Device may vary over the duration of the Contract, Vendor can provide a <u>not to exceed</u> Refurbished Device NC Discounted Purchase Price in column AI in the Pricing Sheet that they will provide Agencies with refurbished Document Output Devices. Refurbished Document Output Devices are only allowed to be purchased, and are not able to be leased. Vendor is not required to submit a price for every segment within a lot, and the State reserves the right to award refurbished Document Output Devices by segment versus by lot.				
Pricing Sheet	8	Some Agencies may require retention of removable hard disk drives at the end of a lease term. Vendor may indicate a not to exceed cost (if any) for Agency to retain removable hard disk drive in column AJ for proposed Document Output Device. If there is no cost to the Agency to retain the removable hard disk drive, the Vendor shall enter \$0.				
Pricing Sheet	9	Vendor shall fill in the specifications for each proposed model in columns AL through AT, being sure that they meet or exceed the technical specifications in Section C. Technical Specifications and Attachment D. Technical Specifications of the IFB. Columns AL and AM have drop down menus that Vendor shall use to select the appropriate value.	Missing	Missing	Missing	Missing
Pricing Sheet	10	Vendor shall provide in column AU on the Pricing Sheet worksheet a link to a website where the State can see the MSRP for the proposed Document Output Device. Vendor shall provide in column AV on the Pricing Sheet worksheet a link to a website where the State can see the detailed technical specifications for the proposed Document Output Device.	Missing	Missing	Missing	Missing

IFB Number: ITS-400096 Printer / Multifunction Device Equipment for Purchase or Lease with Support

Applicable Worksheet	Step	Directions	Vendor Input Check			
			Lot A	Lot B	Lot C	Lot D
Pricing Sheet	11	This step is informational only; no action is required by Vendor. The State is using a three (3) year total cost of ownership (TCO) approach to calculating the value of Vendor's pricing offer. Columns AW through BK contain the calculations of the Purchase TCO and the Lease TCO for each segment within each lot. Columns AW and AX contain the estimated quantities of Document Output Devices per segment that is assumed to be purchased or leased annually for purposes of evaluating offers. These quantities are based on historical purchase percentages, and do not indicate commitments for future purchases. Column BC contains the New Device NC Discounted Purchase Price, column BD contains the Peripheral NC Discounted Purchase Price, and column BE contains the Extended Warranty NC Discounted Purchase Price. Column BF contains the total of the Estimated Replaceable Parts Purchases During 3 Year Lifecycle costs for all Replaceable Parts for the proposed model in each segment based on information provided by the Vendor on the Replaceable Parts Pricing worksheet. Column BG contains the total of the Estimated Consumables Purchases During 3 Year Lifecycle costs for all Consumables for the proposed model in each segment based on information provided by the Vendor on the Consumables Pricing worksheet. Column BH multiplies the Estimated Annual Purchase quantities in column AW by the sum of columns BC through BG. Column BI contains the 36-Month Total Lease Payments and column BJ contains the Estimated 3 Year Maintenance Agreement Price. Column BK multiplies the Estimated Annual Lease quantities in column AX by the sum of columns BI and BJ. Column BL calculates the Total Offer Value by adding the Total Purchase TCO in column BH and the Total Lease TCO in column BK for each segment. Rows 32, 33, 34, and 35 in column BL provide Total Offer Value for Lots A, B, C, and D respectively. The amounts in these four cells will be used to compare pricing offers across responsive and responsible Vendors by lot.				
Peripherals Pricing	12	On the worksheet labeled Peripherals Pricing, Vendor can provide additional Peripherals that are available for the proposed Document Output Devices listed in column E of the Pricing Sheet worksheet. Vendor shall select the applicable Document Output Device Segment (from drop down menu) in column A and the proposed Manufacturer's Model Number will automatically be populated in column B based on information entered by Vendor on Pricing Sheet worksheet. Vendor can then enter the proposed Peripheral Part Numbers in column C, the Peripheral Part Descriptions in column D, and the Peripheral Part MSRPs in column E. The Peripheral Discount % in column F will automatically be filled in based on the Peripheral Discount % entered on the Pricing Sheet worksheet for that Document Output Device Segment. Column G will automatically calculate the final Peripheral Part NC Discounted Purchase Price by multiplying the Peripheral Part MSRP by (1 minus the Peripherals Discount %).				
Warranty Pricing	13	On the worksheet labeled Warranty Pricing, Vendor can provide additional Extended Warranty Plans that they offer for the proposed Document Output Devices listed in column E of the Pricing Sheet worksheet. Vendor shall select the applicable Document Output Device Segment (from drop down menu) in column A and the proposed Manufacturer's Model Number will automatically be populated in column B based on information entered by Vendor on Pricing Sheet worksheet. Vendor can then enter the proposed Extended Warranty Plan Part Numbers in column C, the Extended Warranty Plan Descriptions in column D, and the Extended Warranty Plan MSRPs in column E. The Extended Warranty Discount % in column F will automatically be filled in based on the Extended Warranty Discount % entered on the Pricing Sheet worksheet for that Document Output Device Segment. Column G will automatically calculate the final Extended Warranty Plan NC Discounted Purchase Price by multiplying the Extended Warranty Plan MSRP by (1 minus the Extended Warranty Discount %).				
Maintenance Pricing	14	On the worksheet labeled Maintenance Pricing, Vendor can provide additional Maintenance Plans that they offer for the proposed Document Output Devices listed in column E of the Pricing Sheet worksheet. Vendor shall select the applicable Document Output Device Segment (from drop down menu) in column A, enter the proposed Maintenance Plan Part Numbers in column B, the Maintenance Plan Descriptions in column C, and the Maintenance Plan MSRPs in column D. The Annual Maintenance Plan Discount % in column E will automatically be filled in based on the Annual Maintenance Plan Discount % entered on the Pricing Sheet worksheet for that Document Output Device Segment. Column F will automatically calculate the final NC Discounted Annual Maintenance Plan Cost by multiplying the Maintenance Plan MSRP by (1 minus the Annual Maintenance Plan Discount %). Vendor shall enter the Number of Copies (Mono) Included in Annual Maintenance Plan Cost (if any) in column G, the Number of Copies (Color) Included in Annual Maintenance Plan Cost (if any) in column H, the Maintenance Plan Cost Per Copy (Mono) For Overages to the number of copies indicated in column G in column I, and the Maintenance Plan Cost Per Copy (Color) For Overages to the number of copies indicated in column H in column J.				
Replaceable Parts Pricing	15	On the worksheet labeled Replaceable Parts Pricing, Vendor shall indicate all of the Replaceable Parts for the proposed Document Output Devices listed in column E of the Pricing Sheet worksheet to help the State evaluate the total cost of the proposed Document Output Devices. Replaceable Parts are defined as parts that are generally replaced after some period of use (excludes Consumables) during the expected life of the Document Output Device, including but not limited to drums, fusers, photoconductors, rollers, imaging units, waste bottles/cartridges, and maintenance kits. To set the quantity and pricing of all Replaceable Parts required to meet the estimated monthly page volumes over the assumed three year Life Cycle for each proposed Document Output Device, Vendor shall select the Document Output Device Segment (from drop down menu) in column B, and then add the Replaceable Part Part Number in column D, the Replaceable Part Description in column E, the Estimated Useful Life of Replaceable Part (e.g., the estimated number of pages before part would be expected to need replacement) in column F, and the Replaceable Part MSRP in column G. Vendor shall provide in cell C2 the Replaceable Part Discount % that <u>will be applied to all Replaceable Parts across all segments</u> . Column H will automatically calculate the final Replaceable Part NC Discounted Purchase Price by multiplying the Replaceable Part MSRP by (1 minus the Replaceable Part Discount %). <u>THIS IS AN ALL INCLUSIVE LIST. REPLACEABLE PARTS FOR PROPOSED DOCUMENT OUTPUT DEVICE MANUFACTURER MODELS NOT LISTED HERE MUST BE PROVIDED BY VENDOR AT NO ADDITIONAL COST FOR THE LIFE CYCLE OF THE DOCUMENT OUTPUT DEVICE.</u> The Estimated Life Cycle Quantity in column I is calculated by dividing the estimated Life Cycle Page Volume by the Estimated Useful Life of Replaceable Part, and then subtracting one (1) to account for the original Replaceable Part included with original Document Output Device. Estimated Life Cycle Page Volumes are calculated by multiplying the Estimated Monthly Page Volumes for the segment in column AK of the Pricing Sheet by 36 months. Estimated Life Cycle Quantities in column I do not represent a commitment for the purchase of Replaceable Parts. Column J will automatically calculate the estimated cost for Replaceable Parts for a three year life cycle by multiplying the quantity in column I by the price in column H.			Missing	

IFB Number: ITS-400096 Printer / Multifunction Device Equipment for Purchase or Lease with Support

Applicable Worksheet	Step	Directions	Vendor Input Check			
			Lot A	Lot B	Lot C	Lot D
Consumables Pricing	16	On the worksheet labeled Consumables Pricing, Vendor shall indicate the Consumables that are required for the proposed Document Output Device listed in column E of the Pricing Sheet worksheet to fully function to help the State evaluate the total cost of the proposed Document Output Devices. Consumables are defined as toner or ink cartridges. <u>Vendor shall only list the toner or ink cartridge(s) that Vendor sells that provide the highest yield.</u> To estimate the quantity and pricing of all Consumables required to meet the estimated monthly page volumes over the assumed three year Life Cycle for each proposed Document Output Device, Vendor shall select the Document Output Device Segment (from drop down menu) in column B, and then select the Manufacturer's Name from drop down menu in column D. If the Manufacturer's Name is not listed in the drop down menu, Vendor shall select "Other". Vendor shall indicate the Consumables Part Number in column E, the Consumables Description in column F, the Estimated Useful Life of Consumable Part (e.g., expected page yield of toner or ink cartridge) in column G, and the Consumables MSRP in column H. Since State Agencies purchase toner and ink cartridges from the North Carolina Department of Administration Division of Purchase & Contract's Office Supplies State Term Contract (615A), the estimated Consumable NC Discounted Purchase Price in column I will be automatically calculated by multiplying the Consumables MSRP by (1 minus the Consumables Minimum Discount % for the Manufacturer Name listed in column D from the Office Supplies State Term Contract). The Estimated Life Cycle Quantity in column J is calculated by dividing the estimated Life Cycle Page Volume by the Estimated Useful Life of Consumable Part, and then subtracting one (1) to account for the original Consumable Part included with original Document Output Device. Estimated Life Cycle Page Volumes are calculated by multiplying the Estimated Monthly Page Volumes for the segment in column AK of the Pricing Sheet by 36 months. Estimated Life Cycle Quantities in column J do not represent a commitment for the purchase of Consumable Parts. Column K will automatically calculate the estimated cost for Consumables for a three year life cycle by multiplying the quantity in column J by the price in column I.	Missing	Missing	Missing	Missing
Additional Models	17	Vendor may provide additional Document Output Devices within the lots they are including in their offer from the same manufacturer that are within the scope of this IFB on the worksheet labeled Additional Models. Vendor shall provide the Document Output Device Segment (from drop down menu) in column A and the Document Output Device Manufacturer's Name will be automatically populated in column B. Vendor can enter the proposed Manufacturer's Model Number in column C, Manufacturer's Part Number in column D, Model Description in column E, and the Device MSRP in column F. The Device Discount % for the same Document Output Device Segment on the Pricing Sheet worksheet will automatically be pulled in to column G and used to calculate the New Device NC Discounted Purchase Price in column H by multiplying the Device MSRP by (1 minus the Device Discount %). If Vendor is awarded a Contract, the NCDIT Contract Administrator will work with Vendor to collect Peripherals, Replaceable Parts, Consumables, Extended Warranty, Maintenance Plan, and Leasing information for Additional Models that are in the scope of this IFB. The pricing for these components will be calculated as described in previous steps.				
All	18	To check to see if all requested information has been entered into all appropriate cells across all worksheets, Vendor shall check columns F, G, H, and I of the Instructions worksheet to see if there is an "OK" for each applicable step in the lots they are intending to include in their offer. If "Missing" appears in any row within columns F, G, H, and I, Vendor should double check to make sure they have entered information in all gray-shaded cells as directed in the directions in column D of the Instructions worksheet for that step. Columns BQ through CX on the Pricing Sheet workbook can help Vendor pinpoint which cell(s) are missing data. On the Replaceable Parts Pricing worksheet, cell D2 can help Vendor confirm that Vendor has provided required Replaceable Part Discount % in cell C2, and column Q can help Vendor pinpoint which rows may contain missing data. Column R on the Consumables Pricing worksheet can help Vendor pinpoint which rows contain missing data. Column AB on the Consumables Pricing worksheet can help Vendor identify if there are proposed models that do not have any Consumables listed on the Consumables Pricing worksheet. <u>Vendor shall note that input check functionality described in this step only validates that information has been entered into a cell; it does not validate that the information is accurate or valid. This remains the Vendor's responsibility.</u>				
All	19	Vendor shall save this Excel File upon completion using filename format "Printer MFD IFB Attachment E Pricing Sheet_VENDOR NAME" and follow instructions in Section F. Proposal Content and Organization in the IFB on paper and electronic submission of Attachment E. Pricing Sheet.				

IFB Number: ITS-400096 Printer / Multifunction Device Equipment for Purchase or Lease with Support

Vendor: 0

		Proposed Document Output Device Purchase Information							
Lot		Document Output Device Segment	Manufacturer's Name	Manufacturer's Model Number	Manufacturer's Part Number	Device MSRP	Device Discount %	New Device NC Discounted Purchase Price	
A	1	Inkjet / Thermal Mobile Printer - 3 or more CPM (Color)						\$ -	
	2	Inkjet / Thermal MFD - 11 to 20 CPM (Color)						\$ -	
B	3	Laser / LED Printer - 19 to 30 CPM (Mono)						\$ -	
	4	Laser / LED Printer - 11 to 20 CPM (Color)						\$ -	
	5	Laser / LED Printer - 31 to 44 CPM (Mono)						\$ -	
	6	Laser / LED Printer - 21 to 34 CPM (Color)						\$ -	
	7	Laser / LED Printer - 45 or more CPM (Mono)						\$ -	
	8	Laser / LED Printer - 35 or more CPM (Color)						\$ -	
	9	Laser / LED Printer - 30 or more CPM (Mono)(Ledger)						\$ -	
	10	Laser / LED Printer - 20 or more CPM (Color)(Ledger)						\$ -	
	11	Digital MFD - 19 to 30 CPM (Mono)						\$ -	
	12	Digital MFD - 14 to 30 CPM (Color)						\$ -	
	13	Digital MFD - 21 to 30 CPM (Mono)(Ledger)						\$ -	
	14	Digital MFD - 21 to 30 CPM (Color)(Ledger)						\$ -	
	15	Digital MFD - 31 to 40 CPM (Mono)						\$ -	
	16	Digital MFD - 31 to 40 CPM (Color)						\$ -	
	17	Digital MFD - 31 to 40 CPM (Mono)(Ledger)						\$ -	
	18	Digital MFD - 31 to 40 CPM (Color)(Ledger)						\$ -	
	C	19	Digital MFD - 41 to 54 CPM (Mono)						\$ -
		20	Digital MFD - 41 to 54 CPM (Color)						\$ -
21		Digital MFD - 41 to 54 CPM (Mono)(Ledger)						\$ -	
22		Digital MFD - 41 to 54 CPM (Color)(Ledger)						\$ -	
23		Digital MFD - 55 to 69 CPM (Mono)						\$ -	
D	24	Digital MFD - 55 to 69 CPM (Mono)(Ledger)						\$ -	
	25	Digital MFD - 55 to 69 CPM (Color)(Ledger)						\$ -	
	26	Digital MFD - 70 to 90 CPM (Mono)						\$ -	
	27	Digital MFD - 70 to 90 CPM (Mono)(Ledger)						\$ -	
	28	Digital MFD - 70 to 90 CPM (Color)(Ledger)						\$ -	

IFB Number: ITS-400096 Printer / Multifunction Device Equipment for Purchase or Lease with Support

Vendor: **0**

Lot		Document Output Device Segment	Representative Peripheral Purchase Information			
			Estimated Peripheral MSRP	Peripherals Discount %	Peripheral NC Discounted Purchase Price	
A	1	Inkjet / Thermal Mobile Printer - 3 or more CPM (Color)	\$ -		\$ -	
	2	Inkjet / Thermal MFD - 11 to 20 CPM (Color)	\$ -		\$ -	
B	3	Laser / LED Printer - 19 to 30 CPM (Mono)	\$ -		\$ -	
	4	Laser / LED Printer - 11 to 20 CPM (Color)	\$ -		\$ -	
	5	Laser / LED Printer - 31 to 44 CPM (Mono)	\$ -		\$ -	
	6	Laser / LED Printer - 21 to 34 CPM (Color)	\$ -		\$ -	
	7	Laser / LED Printer - 45 or more CPM (Mono)	\$ -		\$ -	
	8	Laser / LED Printer - 35 or more CPM (Color)	\$ -		\$ -	
	9	Laser / LED Printer - 30 or more CPM (Mono)(Ledger)	\$ -		\$ -	
	10	Laser / LED Printer - 20 or more CPM (Color)(Ledger)	\$ -		\$ -	
	11	Digital MFD - 19 to 30 CPM (Mono)	\$ -		\$ -	
	12	Digital MFD - 14 to 30 CPM (Color)	\$ -		\$ -	
	13	Digital MFD - 21 to 30 CPM (Mono)(Ledger)	\$ -		\$ -	
	14	Digital MFD - 21 to 30 CPM (Color)(Ledger)	\$ -		\$ -	
	15	Digital MFD - 31 to 40 CPM (Mono)	\$ -		\$ -	
	16	Digital MFD - 31 to 40 CPM (Color)	\$ -		\$ -	
	17	Digital MFD - 31 to 40 CPM (Mono)(Ledger)	\$ -		\$ -	
	18	Digital MFD - 31 to 40 CPM (Color)(Ledger)	\$ -		\$ -	
	C	19	Digital MFD - 41 to 54 CPM (Mono)	\$ -		\$ -
		20	Digital MFD - 41 to 54 CPM (Color)	\$ -		\$ -
21		Digital MFD - 41 to 54 CPM (Mono)(Ledger)	\$ -		\$ -	
22		Digital MFD - 41 to 54 CPM (Color)(Ledger)	\$ -		\$ -	
23		Digital MFD - 55 to 69 CPM (Mono)	\$ -		\$ -	
D	24	Digital MFD - 55 to 69 CPM (Mono)(Ledger)	\$ -		\$ -	
	25	Digital MFD - 55 to 69 CPM (Color)(Ledger)	\$ -		\$ -	
	26	Digital MFD - 70 to 90 CPM (Mono)	\$ -		\$ -	
	27	Digital MFD - 70 to 90 CPM (Mono)(Ledger)	\$ -		\$ -	
	28	Digital MFD - 70 to 90 CPM (Color)(Ledger)	\$ -		\$ -	

IFB Number: ITS-400096 Printer / Multifunction Device Equipment for Purchase or Lease with Support

Vendor: 0

		Representative Extended Warranty Purchase Information					
Lot	Document Output Device Segment	Standard Manufacturer Warranty Included with Purchase	Extended Warranty Plan Part Number	Extended Warranty Plan MSRP	Extended Warranty Plan Discount %	Extended Warranty NC Discounted Purchase Price	
A	1 Inkjet / Thermal Mobile Printer - 3 or more CPM (Color)					\$ -	
	2 Inkjet / Thermal MFD - 11 to 20 CPM (Color)					\$ -	
B	3 Laser / LED Printer - 19 to 30 CPM (Mono)					\$ -	
	4 Laser / LED Printer - 11 to 20 CPM (Color)					\$ -	
	5 Laser / LED Printer - 31 to 44 CPM (Mono)					\$ -	
	6 Laser / LED Printer - 21 to 34 CPM (Color)					\$ -	
	7 Laser / LED Printer - 45 or more CPM (Mono)					\$ -	
	8 Laser / LED Printer - 35 or more CPM (Color)					\$ -	
	9 Laser / LED Printer - 30 or more CPM (Mono)(Ledger)					\$ -	
	10 Laser / LED Printer - 20 or more CPM (Color)(Ledger)					\$ -	
	11 Digital MFD - 19 to 30 CPM (Mono)					\$ -	
	12 Digital MFD - 14 to 30 CPM (Color)					\$ -	
	13 Digital MFD - 21 to 30 CPM (Mono)(Ledger)					\$ -	
	14 Digital MFD - 21 to 30 CPM (Color)(Ledger)					\$ -	
	15 Digital MFD - 31 to 40 CPM (Mono)					\$ -	
	16 Digital MFD - 31 to 40 CPM (Color)					\$ -	
	17 Digital MFD - 31 to 40 CPM (Mono)(Ledger)					\$ -	
	18 Digital MFD - 31 to 40 CPM (Color)(Ledger)					\$ -	
	C	19 Digital MFD - 41 to 54 CPM (Mono)					\$ -
		20 Digital MFD - 41 to 54 CPM (Color)					\$ -
21 Digital MFD - 41 to 54 CPM (Mono)(Ledger)						\$ -	
22 Digital MFD - 41 to 54 CPM (Color)(Ledger)						\$ -	
23 Digital MFD - 55 to 69 CPM (Mono)						\$ -	
D	24 Digital MFD - 55 to 69 CPM (Mono)(Ledger)					\$ -	
	25 Digital MFD - 55 to 69 CPM (Color)(Ledger)					\$ -	
	26 Digital MFD - 70 to 90 CPM (Mono)					\$ -	
	27 Digital MFD - 70 to 90 CPM (Mono)(Ledger)					\$ -	
	28 Digital MFD - 70 to 90 CPM (Color)(Ledger)					\$ -	

Vendor: 0

		Proposed Document Output Device Lease Payment Information									
Lot	Document Output Device Segment	36-Month Lease Rate Factor (excluding Software)	36-Month Total Lease Payments	48-Month Lease Rate Factor (excluding Software)	48-Month Total Lease Payments	60-Month Lease Rate Factor (excluding Software)	60-Month Total Lease Payments	36-Month Lease Rate Factor for Software	48-Month Lease Rate Factor for Software	60-Month Lease Rate Factor for Software	
A	1 Inkjet / Thermal Mobile Printer - 3 or more CPM (Color)										
	2 Inkjet / Thermal MFD - 11 to 20 CPM (Color)										
B	3 Laser / LED Printer - 19 to 30 CPM (Mono)		\$ -		\$ -		\$ -				
	4 Laser / LED Printer - 11 to 20 CPM (Color)		\$ -		\$ -		\$ -				
	5 Laser / LED Printer - 31 to 44 CPM (Mono)		\$ -		\$ -		\$ -				
	6 Laser / LED Printer - 21 to 34 CPM (Color)		\$ -		\$ -		\$ -				
	7 Laser / LED Printer - 45 or more CPM (Mono)		\$ -		\$ -		\$ -				
	8 Laser / LED Printer - 35 or more CPM (Color)		\$ -		\$ -		\$ -				
	9 Laser / LED Printer - 30 or more CPM (Mono)(Ledger)		\$ -		\$ -		\$ -				
	10 Laser / LED Printer - 20 or more CPM (Color)(Ledger)		\$ -		\$ -		\$ -				
	11 Digital MFD - 19 to 30 CPM (Mono)		\$ -		\$ -		\$ -				
	12 Digital MFD - 14 to 30 CPM (Color)		\$ -		\$ -		\$ -				
	13 Digital MFD - 21 to 30 CPM (Mono)(Ledger)		\$ -		\$ -		\$ -				
	14 Digital MFD - 21 to 30 CPM (Color)(Ledger)		\$ -		\$ -		\$ -				
	15 Digital MFD - 31 to 40 CPM (Mono)		\$ -		\$ -		\$ -				
	16 Digital MFD - 31 to 40 CPM (Color)		\$ -		\$ -		\$ -				
	17 Digital MFD - 31 to 40 CPM (Mono)(Ledger)		\$ -		\$ -		\$ -				
	18 Digital MFD - 31 to 40 CPM (Color)(Ledger)		\$ -		\$ -		\$ -				
	C	19 Digital MFD - 41 to 54 CPM (Mono)		\$ -		\$ -		\$ -			
		20 Digital MFD - 41 to 54 CPM (Color)		\$ -		\$ -		\$ -			
21 Digital MFD - 41 to 54 CPM (Mono)(Ledger)			\$ -		\$ -		\$ -				
22 Digital MFD - 41 to 54 CPM (Color)(Ledger)			\$ -		\$ -		\$ -				
23 Digital MFD - 55 to 69 CPM (Mono)			\$ -		\$ -		\$ -				
D	24 Digital MFD - 55 to 69 CPM (Mono)(Ledger)		\$ -		\$ -		\$ -				
	25 Digital MFD - 55 to 69 CPM (Color)(Ledger)		\$ -		\$ -		\$ -				
	26 Digital MFD - 70 to 90 CPM (Mono)		\$ -		\$ -		\$ -				
	27 Digital MFD - 70 to 90 CPM (Mono)(Ledger)		\$ -		\$ -		\$ -				
	28 Digital MFD - 70 to 90 CPM (Color)(Ledger)		\$ -		\$ -		\$ -				

IFB Number: ITS-400096 Printer / Multifunction Device Equipment for Purchase or Lease with Support

Vendor: 0		Proposed Maintenance Agreement Pricing Information								
Lot	Document Output Device Segment	Annual Maintenance Plan Part Number	Annual Maintenance Plan MSRP	Annual Maintenance Plan Discount %	Annual Maintenance Plan NC Discounted Purchase Price	Number of Copies Included in Annual Maintenance Plan Cost	Maintenance Cost Per Copy (Mono)	Maintenance Cost Per Copy (Color)	Estimated 3 Year Maintenance Agreement Price	
A	1 Inkjet / Thermal Mobile Printer - 3 or more CPM (Color)				\$ -	0			\$ -	
	2 Inkjet / Thermal MFD - 11 to 20 CPM (Color)				\$ -	0			\$ -	
B	3 Laser / LED Printer - 19 to 30 CPM (Mono)				\$ -	0			\$ -	
	4 Laser / LED Printer - 11 to 20 CPM (Color)				\$ -	0			\$ -	
	5 Laser / LED Printer - 31 to 44 CPM (Mono)				\$ -	0			\$ -	
	6 Laser / LED Printer - 21 to 34 CPM (Color)				\$ -	0			\$ -	
	7 Laser / LED Printer - 45 or more CPM (Mono)				\$ -	0			\$ -	
	8 Laser / LED Printer - 35 or more CPM (Color)				\$ -	0			\$ -	
	9 Laser / LED Printer - 30 or more CPM (Mono)(Ledger)				\$ -	0			\$ -	
	10 Laser / LED Printer - 20 or more CPM (Color)(Ledger)				\$ -	0			\$ -	
	11 Digital MFD - 19 to 30 CPM (Mono)				\$ -	0			\$ -	
	12 Digital MFD - 14 to 30 CPM (Color)				\$ -	0			\$ -	
	13 Digital MFD - 21 to 30 CPM (Mono)(Ledger)				\$ -	0			\$ -	
	14 Digital MFD - 21 to 30 CPM (Color)(Ledger)				\$ -	0			\$ -	
	15 Digital MFD - 31 to 40 CPM (Mono)				\$ -	0			\$ -	
	16 Digital MFD - 31 to 40 CPM (Color)				\$ -	0			\$ -	
	17 Digital MFD - 31 to 40 CPM (Mono)(Ledger)				\$ -	0			\$ -	
	18 Digital MFD - 31 to 40 CPM (Color)(Ledger)				\$ -	0			\$ -	
	C	19 Digital MFD - 41 to 54 CPM (Mono)				\$ -	0			\$ -
		20 Digital MFD - 41 to 54 CPM (Color)				\$ -	0			\$ -
21 Digital MFD - 41 to 54 CPM (Mono)(Ledger)					\$ -	0			\$ -	
22 Digital MFD - 41 to 54 CPM (Color)(Ledger)					\$ -	0			\$ -	
23 Digital MFD - 55 to 69 CPM (Mono)					\$ -	0			\$ -	
D	24 Digital MFD - 55 to 69 CPM (Mono)(Ledger)				\$ -	0			\$ -	
	25 Digital MFD - 55 to 69 CPM (Color)(Ledger)				\$ -	0			\$ -	
	26 Digital MFD - 70 to 90 CPM (Mono)				\$ -	0			\$ -	
	27 Digital MFD - 70 to 90 CPM (Mono)(Ledger)				\$ -	0			\$ -	
	28 Digital MFD - 70 to 90 CPM (Color)(Ledger)				\$ -	0			\$ -	

Vendor: 0		Refurbished			
Lot	Document Output Device Segment	Refurbished Device NC Discounted Purchase Price (Not to Exceed)	Cost for Agency To Retain Hard Drive (if applicable)	Estimated Monthly Page Volume	
A	1 Inkjet / Thermal Mobile Printer - 3 or more CPM (Color)			100	
	2 Inkjet / Thermal MFD - 11 to 20 CPM (Color)			250	
B	3 Laser / LED Printer - 19 to 30 CPM (Mono)			1,500	
	4 Laser / LED Printer - 11 to 20 CPM (Color)			1,500	
	5 Laser / LED Printer - 31 to 44 CPM (Mono)			3,000	
	6 Laser / LED Printer - 21 to 34 CPM (Color)			3,000	
	7 Laser / LED Printer - 45 or more CPM (Mono)			5,000	
	8 Laser / LED Printer - 35 or more CPM (Color)			5,000	
	9 Laser / LED Printer - 30 or more CPM (Mono)(Ledger)			4,000	
	10 Laser / LED Printer - 20 or more CPM (Color)(Ledger)			4,000	
	11 Digital MFD - 19 to 30 CPM (Mono)			2,500	
	12 Digital MFD - 14 to 30 CPM (Color)			2,500	
	13 Digital MFD - 21 to 30 CPM (Mono)(Ledger)			4,000	
	14 Digital MFD - 21 to 30 CPM (Color)(Ledger)			4,000	
	15 Digital MFD - 31 to 40 CPM (Mono)			12,000	
	16 Digital MFD - 31 to 40 CPM (Color)			12,000	
	17 Digital MFD - 31 to 40 CPM (Mono)(Ledger)			12,000	
	18 Digital MFD - 31 to 40 CPM (Color)(Ledger)			12,000	
	C	19 Digital MFD - 41 to 54 CPM (Mono)			16,000
		20 Digital MFD - 41 to 54 CPM (Color)			16,000
21 Digital MFD - 41 to 54 CPM (Mono)(Ledger)				16,000	
22 Digital MFD - 41 to 54 CPM (Color)(Ledger)				16,000	
23 Digital MFD - 55 to 69 CPM (Mono)				25,000	
D	24 Digital MFD - 55 to 69 CPM (Mono)(Ledger)			25,000	
	25 Digital MFD - 55 to 69 CPM (Color)(Ledger)			25,000	
	26 Digital MFD - 70 to 90 CPM (Mono)			50,000	
	27 Digital MFD - 70 to 90 CPM (Mono)(Ledger)			50,000	
	28 Digital MFD - 70 to 90 CPM (Color)(Ledger)			50,000	

IFB Number: ITS-400096 Printer / Multifunction Device Equipment for Purchase or Lease with Support

Vendor: 0		Proposed Model Specifications								
Lot	Document Output Device Segment	Mono / Color	Maximum Original & Copy Paper Size	Recommended Monthly Page Volume	Printed Copies per Minute (Mono) ²	Printing First Page Out Time (Mono) (in seconds)	Duplex Printing (Yes or No)	Paper Input Capacity (in sheets)	Output Tray Capacity (in sheets)	Memory
A	1 Inkjet / Thermal Mobile Printer - 3 or more CPM (Color)									
	2 Inkjet / Thermal MFD - 11 to 20 CPM (Color)									
B	3 Laser / LED Printer - 19 to 30 CPM (Mono)									
	4 Laser / LED Printer - 11 to 20 CPM (Color)									
	5 Laser / LED Printer - 31 to 44 CPM (Mono)									
	6 Laser / LED Printer - 21 to 34 CPM (Color)									
	7 Laser / LED Printer - 45 or more CPM (Mono)									
	8 Laser / LED Printer - 35 or more CPM (Color)									
	9 Laser / LED Printer - 30 or more CPM (Mono)(Ledger)									
	10 Laser / LED Printer - 20 or more CPM (Color)(Ledger)									
	11 Digital MFD - 19 to 30 CPM (Mono)									
	12 Digital MFD - 14 to 30 CPM (Color)									
C	13 Digital MFD - 21 to 30 CPM (Mono)(Ledger)									
	14 Digital MFD - 21 to 30 CPM (Color)(Ledger)									
	15 Digital MFD - 31 to 40 CPM (Mono)									
	16 Digital MFD - 31 to 40 CPM (Color)									
	17 Digital MFD - 31 to 40 CPM (Mono)(Ledger)									
	18 Digital MFD - 31 to 40 CPM (Color)(Ledger)									
	19 Digital MFD - 41 to 54 CPM (Mono)									
	20 Digital MFD - 41 to 54 CPM (Color)									
D	21 Digital MFD - 41 to 54 CPM (Mono)(Ledger)									
	22 Digital MFD - 41 to 54 CPM (Color)(Ledger)									
	23 Digital MFD - 55 to 69 CPM (Mono)									
D	24 Digital MFD - 55 to 69 CPM (Mono)(Ledger)									
	25 Digital MFD - 55 to 69 CPM (Color)(Ledger)									
	26 Digital MFD - 70 to 90 CPM (Mono)									
	27 Digital MFD - 70 to 90 CPM (Mono)(Ledger)									
	28 Digital MFD - 70 to 90 CPM (Color)(Ledger)									

Attachment F: Vendor Contact Form

Vendor shall provide with its offer the information requested below. Vendor shall notify the NCDIT Contract Administrator in a timely manner of any changes to the Vendor Contact Information via written notice or email. When Vendor submits its quarterly sales reports to the NCDIT Contract Administrator, Vendor shall verify that all Vendor Contact Information is current.

Ordering Information:

Company Name				Federal ID Number	
Street Address					
City		State		Zip Code	
Toll Free Phone Number		Phone Number		Fax Number	

Local Primary Representative for Inside Sales for State and Local Governments:

Contact Name					
Email Address					
Toll Free Phone Number		Phone Number		Fax Number	

Local Primary Representative for Outside Sales for State and Local Governments:

Contact Name					
Email Address					
Toll Free Phone Number		Phone Number		Fax Number	

Local Representative for Academic Sales (K-12 Local Education Authorities):

Contact Name					
Email Address					
Toll Free Phone Number		Phone Number		Fax Number	

Local Representative for Academic Sales (Higher Education):

Contact Name					
Email Address					
Toll Free Phone Number		Phone Number		Fax Number	