



Solicitation Number: RFP #030321

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Epson America, Inc., 3131 Katella Avenue, Los Alamitos, CA 90720 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 19, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. In the event of such an examination, reasonable notice is to be provided, the examination is to be conducted during customary business hours, and costs will be borne by the examining party. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
- b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcwell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcwell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcwell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Epson America, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
4/29/2021 | 11:37 AM CDT
Date: _____

DocuSigned by:
Theresa Howe
7A7862B855CD4D5...
By: _____
Theresa Howe
Title: Director Sales Operations
5/7/2021 | 8:33 AM PDT
Date: _____

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
5/7/2021 | 10:34 AM CDT
Date: _____

RFP 030321 - Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services

Vendor Details

Company Name: Epson America, Inc.
Does your company conduct business under any other name? If yes, please state: California
Address: 3131 Katella Ave.
Los Alamitos, CA 90720
Contact: Janille Miyake
Email: janille.miyake@ea.epson.com
Phone: 562-290-4115
Fax: 562-290-4115
HST#:

Submission Details

Created On: Thursday January 21, 2021 17:55:50
Submitted On: Tuesday March 02, 2021 18:00:37
Submitted By: Janille Miyake
Email: janille.miyake@ea.epson.com
Transaction #: da39fd88-2b99-4f0e-b2ed-fa1e0b890895
Submitter's IP Address: 104.129.198.76

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Epson America, Inc.
2	Proposer Address:	3131 Katella Avenue Los Alamitos, CA 90720
3	Proposer website address:	https://epson.com/usa
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Theresa Howe Director, Sales Operations 3131 Katella Avenue Los Alamitos, CA 90720 theresa.howe@ea.epson.com (562) 290-5127
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Janille Miyake Senior Contracts Specialist 3131 Katella Avenue Los Alamitos, CA 90720 janille.miyake@ea.epson.com (626) 512-6101
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Email: salesopscontracts@ea.epson.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>History Epson was founded in 1942, Nagano, Japan. We've been a leader in printing technology for a long time. At the Tokyo Summer Olympics in 1960, we were the official timekeeper — and the Olympic committee asked us to provide printed results. We created a device to print out the results of each event... and it worked so well, we turned it into a product: The EP101. The world's first compact, lightweight printer. It was so successful, we wanted to send out more "sons" of the EP101... and that's how we got the name "Epson." Our printing longevity includes over 60 years in the printing industry. Most people know us for our small office multi-functions, like you would find in Staples or Best Buy. But an important part of our business is our large-unit business, which gives us a large manufacturing scale. Every printer we build, large or small, uses a permanent micro piezo print head. And instead of using heat, it uses an electrical-mechanical process that makes our print heads very reliable, very durable, and able to last for the life of the printer and millions of pages.</p> <p>Core Values Epson aspires to be an indispensable company, trusted throughout the world for our commitment to openness, customer satisfaction and sustainability. We respect individuality while promoting teamwork and are committed to delivering unique value through innovative and creative solutions. Our 2025 Value Statement is "Creating a New Connected Age of People, Things and Information with Efficient, Compact and Precise Technologies."</p>

8	What are your company's expectations in the event of an award?	<p>The Public Sector, particularly not for profit and education, are strategic markets for all Epson business lines. Epson expects that this Sourcwell award would be a valuable tool for our direct sales team to create awareness of our Precision Core Heat Free print technology, which has been proven to be of high value, and superior quality to our existing installed base. In addition, we would expect our expansive North American dealer network to utilize this award in their sales and marketing efforts to the Sourcwell participating entities. This will drive additional revenue for the dealers, and Epson, while providing Sourcwell members a reliable print & scan environment, with low intervention, and reduced total cost of ownership.</p>	*
9	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>Epson is a global technology leader focused on driving innovations and exceeding customer expectations in inkjet, visual communications, wearables and robotics. Led by the Japan-based Seiko Epson Corporation, Epson is a financially stable company with a history that spans more than 75 years. Epson develops and designs products for a wide array of customers. These products include everything from industrial manufacturing components to consumer retail products. The roots of Seiko Epson Corporation go back to a company called Daiwa Kogyo, Ltd. which was founded in May 1942. For the fiscal year ending March 31, 2020, the worldwide Epson Group generated annual sales of approximately U.S. \$10 Billion.</p> <p>Epson's latest and historical financial results can be found here: https://global.epson.com/IR/. Attached is the latest financial statement titled "Financial Strength - Epson Financials.pdf" ending December 31, 2020, and below are a few highlights from this statement demonstrating Epson's Financial strength.</p> <p>Liquidity and Financial Position Assets, Liabilities, and Equity Total assets at the end of the third quarter were ¥1,103.7 billion (\$10.5 billion), an increase of ¥62.8 billion (\$598 Million) from the previous fiscal year end. Total assets increased chiefly because cash and cash equivalents increased by ¥70.2 billion (\$669 million), largely because of an issue of bonds. Total liabilities were ¥591.7 billion (\$5.6 billion), up ¥56.8 billion (\$541 million) compared to the end of the last fiscal year. Total liabilities increased mainly due to a ¥56.3 billion (\$536 million) increase in bonds and borrowings and lease liabilities due to an issue of green bonds. The equity attributable to owners of the parent company totaled ¥510.1 billion (\$4.8 billion), a ¥6.4 billion (\$60.9 million) increase compared to the previous fiscal year end. While Epson recorded ¥20.2 billion (\$192 million) in profit for the period attributable to owners of the parent company and recorded ¥7.5 billion (\$71 million) in other comprehensive income, the primary component of which was the remeasurement of the defined benefit plan, the equity attributable to owners of the parent company decreased mainly because of the payment of ¥21.4 billion (\$204 million) in dividends.</p> <p>Cash Flows Net cash from operating activities for the first three quarters of the year totaled ¥93.1 billion (\$887 million) (compared to ¥66.4 billion (\$632 million) in the same period last year). Whereas Epson recorded a ¥20.3 billion (\$193 million) profit for the period, there were negative factors such as a ¥14.8 billion (\$141 million) increase in inventories. However, net cash was positively affected by the recording of ¥52.6 billion (\$501 million) in depreciation and amortization and a ¥17.1 billion (\$163 million) increase in trade payables. Net cash used in investing activities totaled ¥45.6 billion (\$434 million) (compared to ¥57.9 billion (\$551 million) in the same period last year), mainly because Epson used ¥43.6 billion (\$415 million) in the acquisition of property, plant, equipment and purchase of intangible assets. Although Epson paid ¥21.4 billion (\$204 million) in dividends and repaid ¥14.0 billion (\$133 million) in long-term loans payable, net cash from financing activities totaled ¥25.1 billion (\$239 million) (compared to ¥6.0 billion (\$57 million) in the same period last year), chiefly due to a ¥69.6 billion (\$662 million) issue of corporate bonds. As a result of the foregoing, the balance of cash and cash equivalents at the end of the third quarter totaled ¥266.5 billion (\$2.5 billion) compared to ¥187.5 billion (\$1.8 billion) in the same period last year. Please see https://global.epson.com/IR/ for additional financial statements and data.</p>	*
10	What is your US market share for the solutions that you are proposing?	<p>Epson's US market share for the solutions are the following:</p> <p>Multi-Function Printers: 17%</p> <p>Large Format Printers: 51% in the CAD/Graphics category</p> <p>Scanners: 9%</p>	*
11	What is your Canadian market share for the solutions that you are proposing?	<p>Epson's Canadian market share for the solutions are the following:</p> <p>Multi-Function Printers: 26%</p> <p>Scanners: 7%</p>	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NA. Epson America, Inc. has never petitioned for bankruptcy protection.	*

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>As the manufacturer, Epson sells directly to the Epson authorized dealer and has the full support of a field sales team. The Epson field team are full time employees and consists of a Business Development Manager, End User Specialist, Print Specialist, Technical Support Representative, and Field Marketing.</p> <p>b) As noted, Epson is the manufacturer – the Epson authorized dealer sales and service personnel are fully trained by Epson.</p> <p>Epson has an extensive dealer network in the US & Canada authorized to sell and service our print/copy/scan products. We have coverage in all 50 US States, as well as all lower Canadian provinces, including those in the Maritimes. Epson currently has approximately 370 Gold and Platinum certified North American dealers, employing roughly 900 full time sales representatives.</p>
14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>There are currently no licenses or certifications required by Epson, any third parties, or subcontractors to pursue the business contemplated in this RFP. Any certifications required are internal to Epson and our dealer network.</p>
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>NA. Epson has no Suspension or Debarment information that has applied to our organization during the past ten years.</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>For our Multi-Function Printers, Epson has received numerous awards over the past 5 years. The awards have been received for individual products, category of product, product functionality, Innovation, technology, employee performance, and company performance. The organization issuing the awards have included BLI/Keypoint Intelligence, PC Magazine, Better Buys, Tom's Guide, CRN, ZDNet, and others. The complete list is in the attached document titled "Industry Recognition - Epson MFP Awards.pdf".</p> <p>For Large Format Printers, our awards and recognition are the following:</p> <ol style="list-style-type: none"> 1) SureColor T5475 - Tech Innovators Finalist 2020 2) SureColor T3170/T5170 and T3470/T5460 - 2018 PRINT Technologies RED HOT Award 3) SureColor T3170 - Business.com - Best Wide-Format Printers of 2020 - Best for Architects <p>For Scanners, our awards and recognition are below:</p> <ol style="list-style-type: none"> 1) 2021 Buyers Lab Awards 2) 2020 Better Buys Editor's Choice Award 3) PC Magazine Award By Model Awards: <ul style="list-style-type: none"> DS-320 3.5/5 Good Rating DS-70 4/5 Excellent Rating, Editor's Choice Award DS-575W 3.5/5 Good Rating DS-870 4/5 Excellent Rating, Editor's Choice Award DS-770 4/5 Excellent Rating, Editor's Choice Award DS-80W Best Scanners for Macs Award DS-970 4/5 Excellent Rating DS-30000 4/5 Excellent Rating, Editor's Choice Award
17	<p>What percentage of your sales are to the governmental sector in the past three years</p>	<p>Currently Epson does not track sales by vertical markets, as our end user customers make purchases exclusively through our dealer network. We estimate that there is significant revenue to the government sector, via the competitive bid process in both our business and large format printing product lines, in addition to our scanners which are heavily used in government operations.</p>

18	What percentage of your sales are to the education sector in the past three years	<p>As indicated above, Epson does not currently track sales by vertical market. We estimate a larger market share in education, as this is a heavy focus of our dealer sales network, and Epson has a direct sales team focused solely on the education sector. In addition, Epson has a purchasing structure, called Brighter Futures, which is a widely used pricing program designed specifically for K-12, HIE, both public and private.</p> <p>At Epson, there is a long history working with the education sector – our largest market for Epson projectors – is K12 and Higher Education. We have a specialized education end user sales team (nationally) that supports that sector. Currently, for print, as we sell exclusively through Epson authorized dealers network, we provide our dealers with the access and support from our education end user team. In addition to sales support, we provide special programs (pricing) that are specific to education, state and local governments. Currently, it is a challenge to collect the exact end user data to determine a percentage as the dealer/reseller is not obligated to report that.</p>	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Epson holds the following state, provincial, and cooperative purchasing contracts:</p> <ol style="list-style-type: none"> 1) Contract No. MC15-F07 - Copiers, Digital Duplicators & Fax: Equipment, Supplies & Maintenance 2) Contract No. ALJP2019-044 - Information Technology 3) Contract No. PC67547 - Audio Visual Equipment and Accessories 4) Contract No. 4400019830 - EPSON BRAND NAME COMPUTER PERIPHERALS 5) Contract No. EPL-3760 - Information Technology Express Product List 6) Contract No. 8200050620 - Copiers - Purchase and Rental 7) Contract No. 22844-E - Audio Visual Equipment & Accessories (Statewide) 8) Contract No. 529977-009 - Printers, projectors, scanners and accessories 9) Contract No. 528897-083 - Printers, projectors, scanners and accessories 10) Contract No. 2979 - High Speed Printers for Knox County Government 11) Contract No. DIR-TSO-3858 - Miscellaneous IT Hardware Peripherals, Components, and Related Services <p>Annual sales volume information is confidential and proprietary. Epson has a diverse portfolio of customers to minimize business risk.</p>	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Epson does not hold any GSA contracts or Standing Offers and Supply Arrangements; however, Epson does sell its products to Government agencies located in the States of Alabama, Texas, New York, Florida, Tennessee, etc., in addition to Government entities like the U.S. Army.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Gates County Public Schools	Jeremy Wright, Director of Student Services	(252) 357-1113	*
MaST Community Charter Schools of Philadelphia	Phil Havens, Director of Technology	(215) 519-1268	*
Lexington School District 2	Bill James, Superintendent	(803) 796-4708	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Georgia Cyber Academy	Education	Georgia - GA	Remote student printer refresh	6500 color multi-function devices	Confidential
Canada Board of Citizenship and Immigration	Government	ON - Ontario	Complete Color printer refresh for issuing visas	1100 color devices globally	Confidential
Gates County Public Schools	Education	North Carolina - NC	Complete Multi-Function Device refresh	27 WorkForce Enterprise Copier Grade Devices, 80 workgroup Multi-Function Devices	Confidential
MaST Community Charter Schools of Philadelphia	Education	Pennsylvania - PA	New Building Construction	7 WorkForce Enterprise Copier Grade Devices, 10 workgroup Multi-Function Devices, 80 color classroom printers	Confidential
Brevard County Schools	Education	Florida - FL	District wide Multi-Function Device Refresh	1200 workgroup Multi-Function Devices, 40 WorkForce Enterprise Copier Grade Devices	Confidential

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	Epson employs a direct sales team of account managers focused on the Government, K-12 & higher education, and non-profit entities. They have specialty sales and technical resources available for print/copy/scan opportunities. The total number of Epson direct full time employees, servicing the US and Canada is 45. The Epson direct sales effort, is in full support of comprehensive dealer network, as Epson does not sell direct to our end users. Epson has an extensive dealer network in the US & Canada authorized to sell and service our print/copy/scan products. We have coverage in all 50 US States, as well as all lower Canadian provinces, including those in the Maritimes. Epson currently has approximately 370 Gold and Platinum certified North American dealers, employing roughly 900 full time sales representatives.
24	Dealer network or other distribution methods.	As indicated in question #23 above, Epson will be utilizing our Gold & Platinum authorized level of dealers to support the Sourcwell entities in the all 50 US States and Canada. Currently, that number stands at approximately 370 dealers. We estimate the total number of full time (dealer sales) employees to be approximately 900. Epson utilizes a dual distribution network, to ensure ample product availability to our dealer network. Our WorkForce Enterprise devices, and our High Capacity Workgroup devices are purchased and shipped directly from Epson to our dealer network. Our desktop, scan, and large format devices are purchased and shipped to our dealer network, through Epson authorized distributors. Epson has relationships with all major US and Canadian distributors, e.g. Synnex US & Canada, Ingram Micro, Tech Data, and others. Additionally, all Epson dealers have dedicated Epson Account Managers.

25	Service force.	The primary resource for service that will be available to Sourcewell participating entities, for Epson products, will be provided by our Gold and Platinum authorized dealer network. As stated above, Epson currently has approximately 370 dealers in these categories, employing roughly 1,350 full time service technicians across the US and Canada. One of the primary requirements to achieve these certification levels, is extensive service training on Epson devices, as well as minimum number of field based service technicians. Additionally, Epson supports both our dealer network, and our installed customer base, by supplementing our dealer service network with 22 Epson direct service technicians, as well 10 members of the Epson Advanced Product Support team who provide an escalation path for advanced troubleshooting. Finally, the Epson call center, has 200+ full-time employees who provide direct end user phone support for technical troubleshooting issues, and 22 Level 3 phone support technicians.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer service to Sourcewell participating entities will be provided primarily by our above referenced network of Gold and Platinum dealers. The process is detailed here. Should a user encounter a device that is not operational, they will call their local dealer to open a case, at the phone number which is generally displayed on the asset ticket of each device. The dealer will initiate triage and troubleshooting on the phone to see if the issue can be rectified immediately. If the issue cannot be resolved through phone support, the dealer will dispatch a service technician to either repair or replace the device. Service level agreements are generally provide as either 4 hour, or next business day time frames, chosen at the end user's request. Epson supports our dealer service network in several ways, to ensure that they can meet stated SLA's. First, as stated above, by supplementing our dealers service teams with Epson direct certified technicians. Second, by providing field technicians with access to our Advanced Product Support Team, who are located in the US, for troubleshooting escalations and resolution. Finally, by providing parts inventory kits for common parts, and immediate availability to non-common parts to all field technicians. Should a Sourcewell participating entity have a non service related customer service issue, eg. billing, this too will be handled locally by the sourcing dealer. Similar to the above process, if an issue arises that needs resolution, the users will call the dealer, who will then route the call to their operations teams for investigation and resolution.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	As the Public Sector, Not for Profit, and Education are strategic markets that are currently being served by Epson and our authorized dealer network, we have both the ability, and extreme level of willingness to provide the products and services outlined in this solicitation to Sourcewell entities in the US. We anticipate that if awarded this contract, to expand on our already sizable installed base of print/copy/scan in these markets. Of the approximate 370 Gold and Platinum Epson dealers currently authorized in North America, 320 are based in the US.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	As the Public Sector, Not for Profit, and Education are strategic markets that are currently being served by Epson and our authorized dealer network, we have both the ability, and extreme level of willingness to provide the products and services outlined in this solicitation to Sourcewell entities in the Canada. We anticipate that if awarded this contract, to expand on our already sizable installed base of print/copy/scan in these markets. Of the approximate 370 Gold and Platinum Epson dealers currently authorized in North America, 50 are based in Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Currently, we do not service these areas: Northwest & Yukon Territories, Nunavut, and the American territories of Guam, Puerto Rico, American Samoa and the Virgin Islands. Northwest & Yukon Territories, Nunavut, and American territories of Guam, Puerto Rico, American Samoa and the Virgin Islands.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We serve all these sectors and have no conflicting contracts.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No requirements or restrictions in Alaska or Hawaii. Epson US does not service the US Territories of Puerto Rico, Guam, American Samoa, or the US Virgin Islands.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Generating general awareness of the contract award would include several types of marketing activities. Epson's field team, Business Development Manager in conjunction along with an Epson authorized reseller would create a marketing plan that would include participation Educate Texas (of Communities Foundation of Texas - CCRSM), Texas State Teacher Association (TSTA) and various teacher/administrator events. Inbound and outbound marketing campaigns would include web, SEO, email, and social campaigns. Co-branded advertisements in various events and educational publications will help support the overall awareness campaign as well. Authorized dealers sales teams would be provided several co-branded, assets that can be included in all school district proposals. Please see attached education solution briefs and case study PDFs in the zip file titled "Marketing Plan - Epson.zip".
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Epson marketing communications and channel marketing, provide the direct dealer network with co-branded (with the dealer) digital content and marketing assets. Those marketing assets can be socialized through all the relevant social media platforms as well as offering email marketing campaigns to help generate awareness for the dealers in their local markets. In addition to dealer awareness campaigns, Epson marketing team will run demand generation email campaigns on behalf of our dealer network, Epson will provide a Sourcewell co-branded ebook for dealers sales teams to insurance consistency in marketing programs.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell has an extensive website - promotion would include adding Epson along with supporting dealers to Sourcewell's website under "Vendors and Contracts". Additionally we'd be happy to provide any Epson branded digital content that can be linked or downloaded. Sourcewell contract award(s) can be announced with an Epson media release along with a local dealer media release. We'd strongly encourage the local dealer to include the news of the award on all marketing assets. An email campaign to directed to all K12 education contacts will help generate additional awareness as well. Epson can support a full awareness campaign announcing the award.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the nature of our dealer-centric model, currently, we do not offer a portal to allow end users to place orders. They would have the option to submit orders electronically or via fax through our dealer partners.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Epson offers a variety of training options tailored to met our customer's needs. For dealers, Epson provides eLearning and hands-on training. For end users, Epson offers self-help video trainings modules. For dealer-supported models, the dealer will offer on-site customer training. Epson provides a variety of product and service training to each of its authorized dealers. Training to end users may include YouTube video tutorials, and quick start guides – standard with all Epson products, can be found online at Epson.com. Costs for end user "key operator" one to one training and cost is at the discretion of the authorized Epson dealer.

37	Describe any technological advances that your proposed products or services offer.	<p>Epson has made the following technological advances.</p> <p>For all proposed products, Epson leverages PrecisionCore Heat Free Technology, which helps reduce power consumption by eliminating heat from the ink ejection process, requiring practically no warmup time to start printing. In addition, our Nozzle Verification Technology helps prevent misprints due to clogged nozzles.</p> <p>Epson's copier and select inkjet products offer Nozzle Verification Technology and Epson Remote Service (ERS), a free, innovative cloud-based monitoring and management system that delivers advanced remote diagnostics for Epson business products. End users can benefit from faster response times, fewer on-site visits and higher first fix rates. This technology also authorizes users so that only the right people have access to information.</p> <p>In addition, our Large Format Printers include a PrecisionCore industrial-grade print head, that is not a consumable and is designed to last the life of the printer. They are also capable of high-resolution printing with extreme print quality and precision up to 2880 dpi. Our Large Format Printers also use UltraChrome XD2 inks for durable prints that resist water, smudges, and fading.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Epson is committed to environmental conservation - our list of initiatives include awards from the following: 1. SBTi approves Epson's GHG Reduction Targets - Science-Based Targets initiative has approved Epson's global greenhouse gas reduction targets as being science-base and in line with the Paris Agreement. 2. Epson Placed on Two Prestigious CDP "A" Lists - Placed for the first time on the prestigious corporate sustainability A list by the globally influential environmental non-profit CDP for leadership in tackling climate change and water stewardship. 3. Issuance of Green Bonds - We issue green bonds through a public offering in Japan to raise funds for projects that will contribute to the solution of global environmental problems. Epson supports solving social issues/environmental through our Inkjet innovation - strong global positioning, life cycle thinking, environmental management - we have a long environmental history. 4. In FY2019, Epson was one of five companies selected by the Ministry of Environment (MoE) as a model enterprise in support of CO2 reduction planning for achieving the SBTs. For more information please see: https://global.epson.com/SR/</p> <p>Additionally, the switch to inkjet— and to Epson in particular — makes sense from both a business and energy consumption perspective. Epson's replaceable ink packs are easily recycled. a comparative waste generation and user intervention performance evaluation report. This study was conducted by Buyers Lab, the global document imaging industry's resource for unbiased and reliable information, test data and competitive selling tools. Compared to laser printers and copiers, select Epson Business desktop inkjet printers offer incredible energy savings - in some cases, up to 75 percent less power usage vs. color laser printers.* In addition, the Japanese equivalent of the WorkForce Enterprise printer being offered won the Grand Prize for Excellence in Energy Efficiency and Conservation for WorkForce Enterprise. For more information, please see the document titled "Epson Green Initiatives.pdf" located in the attached "Marketing Plan - Epson.zip" file.</p> <p>*Compared to similarly featured color laser printers priced at \$999 or less and 40 ppm or less based on industry-available data as of July 2019. Actual power savings will vary by product model and usage.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Epson's printers models are all EnergyStar qualified. On select printer models, Epson has received the EPEAT Silver rating. Epson is a proud participant of the SmartWay® program, an EPA program that reduces transportation-related greenhouse gas emissions and air pollution by creating incentives to improve supply chain fuel efficiency.</p> <p>Our Large Format Printers and Scanners are also EnergySTAR qualified and recyclable. Our scanners also have the EPEAT rating for select models and are ROHS compliant. Our participation in the SmartWay® program also applies to these product lines.</p>
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>A majority of the Epson Gold and Platinum authorized dealers, who we will be utilizing for primary fulfillment and service if awarded the contract, are WMBE, SBE, or Veteran Owned business. We estimate this number to exceed 50% of the approximate 370 population of dealers. Attached here in the file titled "Value-Added Attributes - Epson.zip" are the certificates from one of our Miami-based Platinum dealers, JCM Copiers, through their business affiliation with Miami-Dade County.</p>
41	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>Key advantages to Epson's printer products all have a distinct advantage that includes heat-free technology that help reduce power consumption, reduce waste, due to the design with fewer maintenance parts and high yield consumables. Our devices provide a cost-effective color printing solution and delivers remarkable color consistency. Uptime is maximized through our fast first-set-out-times and powerful print speeds even in duplex mode. High-yield consumables help to maximize uptime with fewer interventions. To summarize: Our Epson PrecisionCore technology represents a modern heat-free printing technology of the future, delivering a simple and smart alternative to existing printing technologies.</p>

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	All of the products identified in the RFQ have a product warranty. Warranty coverage varies by product. Parts and labor are covered during the limited warranty period. Customers may continue Epson service coverage by purchasing service plans that meet their business needs.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Epson warranties do not adversely affect coverage. Epson warranties define the coverage period and the product use terms for the products. Coverage period and terms vary by product model and product type.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Epson warranties cover remote technical support and various remedies such as return for repair, advanced exchange and on-site service. If a product's warranty includes on-site service then the technician's travel time and mileage are included (some limitations apply).
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	There are no geographic areas where this will be applicable. Epson and its dealer network will be able to provide warranty service in all areas that product can be sold into. As indicated earlier, this is all areas in North America, with the exception of the Northwest & Yukon Territories, Nunavut, and the American territories of Guam, American Samoa, Puerto Rico, and the US Virgin Islands.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Epson warrants the products and options sold as a configuration.
47	What are your proposed exchange and return programs and policies?	Warranties support may differ between model and product type. An Epson warranty may offer return for repair service where a product is shipped in for repair and the repaired product is shipped back to the customer (TAT 3-4 days). Some warranties offer an advanced exchange program where a replacement product is shipped to the end customer the next business day. The customer is responsible to ship the failed unit back to Epson. For advanced exchange programs, Epson will pay for return shipping of the used product.
48	Describe any service contract options for the items included in your proposal.	<p>Several options are offered for our Multi-Function Printer products:</p> <ul style="list-style-type: none"> - Monthly CPP (cost per page) billing that includes consumables replacement and service for simplicity - Annual Service contracts that include service only for easier budgeting - Extended Warranty Plans for select models (including return to bench model) for lower cost <p>For our Large Format Printers, extended service plans are available for SureColor T-Series Printers to extend the services provided in the standard 1-year warranty in 1-year increments, for up to 5 years of total coverage. Installation packages (optional) are also available.</p> <p>For our Scanners, a 3-year limited warranty is included with option to stack additional years of preferred protection up to 5 years.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Epson's payment terms are net 30.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Epson and our dealer partners offer a number of different options for the financing of equipment. In addition to the National Cooperative Leasing program currently available to Sourcewell members, our National dealer channel offers a variety of leasing programs. These program include terms ranging from 24-63 months FMV or LTOP depending upon customer preference. There are Municipal lease options available upon request. All of the options referenced are available to all participating Sourcewell members.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Our dealers would be responsible for collecting the orders from the end users and submitting them through the Epson Partner Portal (each order would be issued a standardized bid number for Sourcewell). Reports can be run so that all transactions can be mapped to Sourcewell contract. There will be quarterly business reviews with Epson and it's authorized resellers to report sales and service transactions using Sourcewell's standardized bid number.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Acceptance of the P-card procurement and payment process is up to the individual Epson dealer partners. Dealers at their discretion may charge a fee for this form of payment.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Epson is offering Line item discounts to provide the lowest price to Sourcwell. The attached price book titled "Pricing and Delivery - Epson Price List for Sourcwell RFP #030321" contains SKU level detail of MSRP, % from MSRP and Sourcwell purchase price. Large purchases are also eligible for further discounts.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Copiers: 53% to 80% Desktop printers / MFP : 1% to 20% Consumables: 0% to 8% Multi-Function Printer Accessories: 8% to 55% Large Format Printers: 13% to 30% Large Format Consumables: 0% to 10% Scanners: 10% to 28% Scanner Accessories: 30% to 43%
55	Describe any quantity or volume discounts or rebate programs that you offer.	Purchases of \$100,000.00 and above by a single entity would entitle the purchaser to a 3% discount on hardware and accessories. For our Large Format Printers, volume pricing is available (approved on a per-transaction basis) through the Epson bid program.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Epson has access to many non-Epson items due to its relationship with major distributors and national retailers and national resellers. Epson can provide a specific quote for each request.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	For our copiers, desktop printers, and scanners, all costs are identified in the pricelist. Delivery is included in the cost of the hardware. Installation fees are listed for each model and accessory. For our Large Format Printers, installation and freight are not included. Installation on many products can be performed by 1-2 people. Optionally, installation packages are available.
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	For our copiers, desktop printers, and scanners, Standard Freight and Delivery is included the prices quoted by Epson. For our Large Format Printers, standard freight pricing depends on customer's preferred carrier/courier.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	All Epson items can be delivered to all 50 states, District of Columbia; and Canada with FOB customer destination.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Epson is proposing standard delivery.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	d. other than what the Proposer typically offers (please describe).	Similar, and in some product categories, may be better than what the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	<p>Epson strives to achieve a 100% compliance rate with our Sourcwell Contract to minimize any disruption for the Sourcwell participating entities. This will be done with the following controls:</p> <p>1) Proper Pricing: If a Sourcwell participating entity would like to place an order under the Epson contract, the entity will contact their respective authorized dealer. Our authorized dealers will have compliant pricing due to our automated Bid Desk process in Salesforce. These bids will contain all authorized products and pricing under the Sourcwell contract. Authorized resellers receive these bids via email from Salesforce so that they may generate a compliant purchase order for the Sourcwell participating entity. Throughout the contract term, Epson conducts monthly price list updates to account for any discontinuations or new products, and is audited on a monthly basis as a result. Any errors will be rectified as soon possible. Sourcwell participating entities may also contact Epson via salesopscontracts@ea.epson.com if a question about pricing ever arises. Dedicated sales representatives and account managers will also be available to support the end users.</p> <p>2) Vendor Reports: All sales generated under the Sourcwell contract will be captured in a Salesforce report that can be run at any time. In terms of Contract compliance, Epson will generate this report at least on a quarterly basis. Furthermore, Epson will require that authorized resellers report their sales under the contract via email so that Epson can corroborate the data and report all sales accurately and completely.</p> <p>3) Administrative Fee: An Epson contracts administrator will own and manage the Sourcwell Contract. As such, the contracts administrator will provide the quarterly report to Sourcwell and will work with our Accounts Payable team to remit the proper administrative fee each quarter. For the past 12 months, for all of our state, provincial, and cooperative purchasing contracts in our contracts administrator's portfolio, we have remitted 100% of our required administrative fee early or on time.</p>
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>Epson America, Inc. would like to propose a tiered administrative fee.</p> <p>For all Desktop printer models and accessories, Epson proposes a 1% administrative fee. The administrative fee for consumables and service SKUs are 0%.</p> <p>For all WorkForce Pro HC and WorkForce Enterprise printer models and accessories, Epson proposes a 2% administrative fee. The administrative fee for consumables and service SKUs are 0%.</p> <p>For all Large Format Printers and Scanner hardware and accessories, the administrative fee proposed is 1.75%. Epson proposes a 0% administrative fee for Large Format Printer consumables.</p>

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Our Desktop, Workgroup, and Departmental printers and MFP offer Black and White only, as well as Color models. All devices support Letter/legal sized paper; some support Tabloid (11 x 17) and banner prints of 47" x 13". Products are both floor standing as well as desktop. Floor standing models offer optional finishing capabilities. Speeds range from 6ppm to 100ppm. Installation, training, and onsite support of all units (including repair or replacement as necessary).</p> <p>Our Large Format Printers offer Color Graphics/CAD/Technical Single Function and Multifunction (Scanning) Hardware, Ink, and Accessories supporting prints from 24" wide up to 44" wide.</p> <p>Regarding our Mobile, Portable, Desktop, Workgroup, A3 Desktop, Flatbed, A3 Flatbed and ProPhoto Scanners: simplex and duplex, color and mono scanning options. All devices support Letter/legal sized paper; with A3 options available. Products come in mobile, portable and desktop options. Speed ranges from 20ppm to 90ppm. ADF ranges from 20-120 pages.</p> <p>For detailed descriptions and specifications, please see the attached file titled "Depth-Breadth of Offer - Epson.zip".</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Office Printers, Large Format Printers, Document Scanners, Work from Home/Small Office Technical Printers, Workgroup Technical Printers, and Production Technical Printers.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Copiers	<input checked="" type="radio"/> Yes <input type="radio"/> No	<ul style="list-style-type: none"> Epson offers award-winning Monochrome and Color A3 Copiers with optional accessories. The speed ranges from 25 ppm to 100ppm.
67	Printers	<input checked="" type="radio"/> Yes <input type="radio"/> No	<ul style="list-style-type: none"> Epson offers award-winning Monochrome and Color A4 and A3 printers with optional accessories. The speed ranges up 24ppm.
68	Multi-function devices	<input checked="" type="radio"/> Yes <input type="radio"/> No	<ul style="list-style-type: none"> Epson offers award-winning Monochrome and Color A4 MFPs with optional accessories. The speed ranges up to 24ppm.
69	Hardware, software, supplies, consumables, and related accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	
70	Managed Print Services (MPS) solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	
71	Related services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Epson offers site assessment and fleet optimization services to optimize customer productivity.

Table 15: Industry Specific Questions

Line Item	Question	Response *
72	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	During the initial authorization of dealers/resellers, Epson sets the appropriate expectations, metrics with measurable criteria. We measure against the plan/expectations monthly and quarterly. Our internal method that is used to track and measure the success of the contract award includes sell-through reports to our authorized resellers that can be reported in real time.
73	Describe shipping and delivery options available to participating entities.	Item can be shipped directly to purchasing entities, or to local dealers for staging and scheduled delivery to purchasing entities.
74	Describe your applicable quality control/chain of custody protocols related to delivery of genuine and authentic equipment, parts, and supplies.	<p>Epson products are made in Epson Factories, with Epson Employees, which ensures genuine Epson products, parts, and supplies. Our authorized reseller agreement specifically requires our resellers to use Genuine Epson items. Failure to comply is grounds for termination of the authorization.</p> <p>Epson engineers both our own genuine inks and hardware in our own production factories. Our warehouses in the U.S. are fully owned, and we work with a select group of US top-rate distributor for product such as Ingram Micro, Essendent, Synnex, and D&H.</p>

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Theresa Howe, Director, Sales Operations, Epson America, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_9_Copiers_Printers_MFD_RFP_030321 Tue February 23 2021 03:05 PM	<input checked="" type="checkbox"/>	1
Addendum_8_Copiers_Printers_MFD_RFP_030321 Mon February 22 2021 02:20 PM	<input checked="" type="checkbox"/>	1
Addendum_7_Copiers_Printers_MFD_RFP_030321 Thu February 18 2021 01:00 PM	<input checked="" type="checkbox"/>	1
Addendum_6_Copiers_Printers_MFD_RFP_030321 Wed February 17 2021 09:23 AM	<input checked="" type="checkbox"/>	1
Addendum_5_Copiers_Printers_MFD_RFP_030321 Fri February 12 2021 07:58 AM	<input checked="" type="checkbox"/>	1
Addendum_4_Copiers_Printers_MFD_RFP_030321 Wed February 10 2021 11:12 AM	<input checked="" type="checkbox"/>	2
Addendum_3_Copiers_Printers_MFD_RFP_030321 Sun January 24 2021 06:07 PM	<input checked="" type="checkbox"/>	3
Addendum_2_RFP_030321_Copiers_Printers_MFD_RFP_030321 Tue January 19 2021 09:07 AM	<input checked="" type="checkbox"/>	1
Addendum_1_RFP_030321_Copiers_Printers_MFD_RFP_030321 Thu January 14 2021 10:07 AM	<input checked="" type="checkbox"/>	1