



Janice K. Brewer
Governor

Scott A. Smith
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

STATE PROCUREMENT OFFICE

100 NORTH FIFTEENTH AVENUE • SUITE 201
PHOENIX, ARIZONA 85007

(602) 542-5511 (main) (602) 542-5508 (fax)
<http://spo.az.gov>

Notification of Award

Solicitation: ADSP011-000004141 WSCA/NASPO Mailing Equipment, Supplies and Maintenance

Below are the awarded suppliers and their correlating contract numbers. Please see the document titled Contract Award Summary for details of the categories awarded to each supplier. The contract effective date is October 12, 2011. You are welcome to contact Stacy Ingalls, Procurement Officer, with any questions you may have concerning the contract

MPA #	Supplier Name
ADSP011-00000411-1	Bowe Bell & Howell Company
ADSP011-00000411-2	Francotyp-Postalia
ADSP011-00000411-3	Formax, Division of Bescorp Inc.
ADSP011-00000411-4	Neopost USA, Inc.
ADSP011-00000411-5	OPEX Corporation
ADSP011-00000411-6	RR Donnelley (More Wallace North America, Inc d/b/a)
ADSP011-00000411-7	Pitney Bowes Inc.
ADSP011-00000411-8	Stamps.com
ADSP011-00000411-9	Versia Storage Systems (Versia, Inc. d/b/a)

Stacy Ingalls
Arizona Department of Administration
State Procurement Office
100 N. 15th. Ave. Ste 201
Phoenix, AZ 85087
602-542-9134
stacy.ingalls@azdoa.gov

EVALUATION TOOL: FINAL

SOLICITATION NO.: **ADSP011-00000411**

SOLICITATION DESCRIPTION: **WSCA/NASPO MAIL ROOM EQUIPMENT, SERVICE!**

NOTE: All awarded offerors will be denoted with an X in the Received an Award column and will be shaded the same color as the offers.

Rental Postage Meter	
Offerors	Received an Award
Francotyp-Postalia Inc.	X
Neopost	X
Pitney Bowes	X

Ultra Low Volume Mailing Systems	
Offerors	Received an Award
Francotyp-Postalia Inc.	X
Neopost	X
Pitney Bowes	X

Low Volume Mailing Systems	
Offerors	Received an Award
Francotyp-Postalia Inc.	X
Neopost	X
Pitney Bowes	X

Medium Volume Mailing Systems	
Offerors	Received an Award
Francotyp-Postalia Inc.	X
Neopost	X
Pitney Bowes	X

High Volume Mailing Systems	
Offerors	Received an Award
Neopost	X
Pitney Bowes	X

Production Volume Mailing Systems	
Offerors	Received an Award
Neopost	X

Integrated Postal Scales	
Offerors	Received an Award
Francotyp-Postalia Inc.	X
Neopost	X
Pitney Bowes	X

Low Volume Letter Openers	
Offerors	Received an Award
Francotyp-Postalia Inc.	X
Formax	
Neopost	X
Pitney Bowes	

High Volume Letter Openers	
Offerors	Received an Award
Francotyp-Postalia Inc.	X
Neopost	X

Low Volume Letter Folders	
Offerors	Received an Award
Formax	
Francotyp-Postalia Inc.	X
Neopost	X
Pitney Bowes	

High Volume Letter Folders	
Offerors	Received an Award
Formax	X
Francotyp-Postalia Inc.	X
Neopost	X
Pitney Bowes	X

Inserter Production	
Offerors	Received an Award
BBH	X
Neopost	X
Pitney Bowes	X

Low Volume Folder-Inserter	
Offerors	Received an Award
Francotyp-Postalia Inc.	X
Formax	X
Neopost	X
Pitney Bowes	X

Medium Volume Folder-Inserter	
Offerors	Received an Award
Francotyp-Postalia Inc.	X
Formax	X
Neopost	X
Pitney Bowes	X

High Volume Folder-Inserter	
Offerors	Received an Award
BBH	X
Formax	X

Neopost	X
Pitney Bowes	X

Production Folder-Inserter	
Offerors	Received an Award
BBH	X
Gunther	
Neopost	X
Pitney Bowes	X

S AND SUPPORT

Low Volume Envelope Mail Labeler	
Offerors	Received an Award
Francotyp-Postalia Inc.	X

Medium Volume Envelope Mail Labeler	
Offerors	Received an Award
Francotyp-Postalia Inc.	X

High Volume Envelope Mail Labeler	
Offerors	Received an Award
Francotyp-Postalia Inc.	X

Production Envelope Mail Labeler	
Offerors	Received an Award
No Offerors	

Low Volume Ink Jet Envelope Addressing System	
Offerors	Received an Award
Francotyp-Postalia Inc.	X
Neopost	X
Pitney Bowes	X

Medium Volume Ink Jet Envelope Addressing System	
Offerors	Received an Award
Francotyp-Postalia Inc.	X
Neopost	X
Pitney Bowes	X

High Volume Ink Jet Envelope Addressing System	
Offerors	Received an Award
Francotyp-Postalia Inc.	X
Neopost	X
Pitney Bowes	X

Production Ink Jet Envelope Addressing System	
Offerors	Received an Award
Francotyp-Postalia Inc.	X
Neopost	X
Pitney Bowes	X

Low Volume Tabbers	
Offerors	Received an Award
Formax	X
Francotyp-Postalia Inc.	X
Neopost	X
Pitney Bowes	X

Medium Volume Tabbers	
Offerors	Received an Award
Francotyp-Postalia Inc.	X
Formax	X
Neopost	X
Pitney Bowes	X

Production Tabbers	
Offerors	Received an Award
Pitney Bowes	X

Check Printing/Imprinting	
Offerors	Received an Award
Formax	X

Pressure Sealing Production	
Offerors	Received an Award
Formax	X
RR Donnelly	X
BBH	X

Bursting Equipment Production	
Offerors	Received an Award
Formax	X

Pre-Sorting Equipment	
Offerors	Received an Award
BBH	X
NPI	
Pitney Bowes	X

Extractors	
Offerors	Received an Award
OPEX	X

Software License and Subscription	
Offerors	Received an Award
BBH	X
NPI	
Pitney Bowes	X
Stamps.com	X

Mailroom Specific Furniture	
Offerors	Received an Award
Francotyp-Postalia Inc.	X
Neopost	X
Pitney Bowes	X
Versia Storage	X



Offer and Acceptance

STATE OF ARIZONA

Agency: Arizona Department of Administration
State Procurement Office

Customer: WSCA/NASPO participating states; AZ
Statewide (state agencies & cooperative partners)

Description: Mailing Equipment, Supplies and Maintenance

OFFER

OFFER TO THE STATE OF ARIZONA: The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer.

Arizona Transaction Privilege (Sales) Tax License No. 07008050-W

Federal Employer Identification No. 06-0495050

Pitney Bowes Inc.
Company Name

Signature of Authorized Agent of the Company

One Elmcroft Road
Address

Arthur E. Adams, Jr.
Printed Name

Stamford CT 06926
City State Zip

Director, Cooperative Contracts
Title

Phone 203-351-7866

E-Mail art.adams@pb.com

Facsimile 203-460-3827

Web Site www.pb.com

Delivery and installation is promised within 30 calendar days after receipt of an order. If payment is made within 30 days after receipt of goods and services, the buyer is entitled to a discount of 0 % on the above-listed price(s). *or as mutually agreed upon. Q&W*

ACCEPTANCE

ACCEPTANCE OF THE OFFER: The Offer is hereby accepted. The Contractor is now bound to sell the material, service or construction stated in the Contract and based upon the Solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

Contract No. ADSP011-00000411-7

Contract Award Date October 12, 2011

Signature of Authorized Procurement Officer

Susan Bayer
Printed Name

Procurement Manager
Title



Offeror –Terms and Conditions and Instructions Exceptions

STATE OF ARIZONA

Agency: **Arizona Dept. of Administration
State Procurement Office (ADOA/SPO)**

Customer: **WSCA/NASPO participating states; AZ
Statewide (state agencies & cooperative partners)**

Description: **Mailing Equipment, Supplies and Maintenance**

Offerors shall complete the following Response Form, indicating their responses in the spaces provided. Additional pages may be added so long as they are clearly referenced in the spaces provided.

Response Form Responses

Pitney Bowes Inc. have read, understand, and shall comply with the Uniform Terms and Conditions and all Solicitation Instructions, the Special Terms and Conditions and the WSCA Terms and Conditions and all other States Terms and Conditions (located within the Intent to Participates PDF's, within this Proposal. Offerors that accept the RFP's Terms and Conditions and Instructions shall check **YES** to clearly indicate their acceptance. Offerors who take exception to the Terms and Conditions or any of the Solicitation Instructions shall check **NO** to clearly indicate their intent to take exception and provide Offeror's suggested language.

YES, I acknowledge that I have read and understand all Terms and Conditions and Instructions and will comply in any resultant contract.

NO, I acknowledge that I have read, understand all Terms and Conditions and Instructions and will comply in any resultant contract with the exceptions listed below.

Exceptions (If checked NO)

Offerors that take exception to any Terms and Conditions and Instructions shall justify their exception as well as proposing any changes to the State's language with a marked-up copy of the Clause in question, with the Offeror's suggested changes clearly indicated. In such cases, the Offeror shall replace the State's Terms and Conditions and Instructions with their marked-up version, within the appropriate location in the proposed contract documents. Please note: Any terminology requesting to reserve the right to negotiate any Terms and Conditions at a later time or any addition or deletion of language will be additional be viewed as an exception and may negatively affect your score or have the effect of deeming your proposal as non-responsive.

Offeror shall be advised that evaluation scores will be negatively affected by absolute number and/or significance of any exception(s) requested. Anything other than a check of YES will be deemed an exception. Any one exception may have the effect of deeming your proposal as non-responsive.

MASTER AGREEMENT

1. Special Terms and Conditions, Section 3.12 Electronic or Information Technology Products, services and maintenance shall comply with A.R.S. § 41-3531, which requires conformance with the requirements of Section 508 of the Rehabilitation Act of 1973. Failure to comply shall be considered a breach of the Contract.

Pitney Bowes would like to clarify that its Mailing Systems and Document Messaging Technologies products conform to customary standards and practices applied within their respective industries. Accordingly, to the extent that accessibility capabilities and features that are required under this agreement are customarily provided for products within these industries, Pitney Bowes provides at least such accessibility capabilities and features in the products being offered under this agreement.

2. Uniform Terms and Conditions, Section 3.7 Property of the State
Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

Contractor respectfully requests the following language replace the Uniform Terms and Conditions, Section 3.7 Property of the State:



Offeror –Terms and Conditions and Instructions Exceptions

STATE OF ARIZONA

Agency: **Arizona Dept. of Administration
State Procurement Office (ADOA/SPO)**

Customer: **WSCA/NASPO participating states; AZ
Statewide (state agencies & cooperative partners)**

Description: **Mailing Equipment, Supplies and Maintenance**

Any materials, including reports, computer programs and other deliverables, first created as a deliverable output under this Contract (“Materials Work Product”) are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State. Notwithstanding anything herein, Materials Work Product shall not include any pre-existing Contractor intellectual property, including any Contractor manuals, systems, software, methodologies, techniques, operating procedures, processes or other tools that are designed, modified, updated or otherwise customized in connection with providing Products or performing services under this Contract.

3. Uniform Terms and Conditions, Section 3.8 Ownership of Intellectual Property

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

Contractor respectfully requests the following language replace the Uniform Terms and Conditions, Section 3.8 Ownership of Intellectual Property:

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets first created as a deliverable output or conceived pursuant to or as a result of this Contract and any related subcontract (the “State’s Intellectual Property”), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. Notwithstanding anything herein, the State’s Intellectual Property shall not include any pre-existing Contractor intellectual property, including any Contractor manuals, systems, software, methodologies, techniques, operating procedures, processes or other tools that are designed, modified, updated or otherwise customized in connection with providing Products or performing services under this Contract. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the State’s Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any State’s Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the State’s Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the State’s Intellectual Property in any entity other than the State. The State’s Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

STATE PARTICIPATING ADDENDA

4. State of Delaware

a. Delaware Specific Terms and Conditions, Section f) Termination of PO’s, Termination for Cause

Contractor respectfully requests the following exception and requests the sentence to be deleted “In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor in the performance of the P.O. shall, at the option of the Participating entity, become



Offeror –Terms and Conditions and Instructions Exceptions

STATE OF ARIZONA

Agency: **Arizona Dept. of Administration
State Procurement Office (ADOA/SPO)**

Customer: **WSCA/NASPO participating states; AZ
Statewide (state agencies & cooperative partners)**

Description: **Mailing Equipment, Supplies and Maintenance**

its property.” Each party will own exclusively all work-product authored by that party to the extent permitted by law, and also that no development work is contemplated under this Contract. If the State retains Contractor to develop and/or design a product or service specifically for the State, the parties shall agree in writing on the applicable development fees and use and ownership of any intellectual property rights associated with such development work or any software products that Contractor provides subject to the applicable license agreement

In that event, all finished or unfinished documents, data , studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor in the performance of the P.O. shall, at the option of the Participating entity, become its property.

b. Delaware Specific Terms and Conditions, f)Termination of PO's, Termination for Convenience

- i. Contractor respectfully requests the following exception and requests the sentence to be deleted “In that event, all finished or unfinished documents, data , studies, surveys, drawings, maps, models, photographs, and reports or other material shall, at the option of the department, become its property.” Each party will own exclusively all work-product authored by that party to the extent permitted by law, and also that no development work is contemplated under this Contract. If the State retains Contractor to develop and/or design a product or service specifically for the State, the parties shall agree in writing on the applicable development fees and use and ownership of any intellectual property rights associated with such development work or any software products that Contractor provides subject to the applicable license agreement
- ii. Contractor respectfully requests that underlying leases written under the Participating Addendum will remain in full force and effect in the event of a termination.

c. Delaware Specific Terms and Conditions, Section h)Termination of Contract, Termination for Cause

- i. Contractor respectfully requests the following exception and requests the sentence to be deleted “In that event, all finished or unfinished documents, data , studies, surveys, drawings, maps, models, photographs, and reports or other material shall, at the option of the Participating Entity, become its property.” Each party will own exclusively all work-product authored by that party to the extent permitted by law, and also that no development work is contemplated under this Contract. If the State retains Contractor to develop and/or design a product or service specifically for the State, the parties shall agree in writing on the applicable development fees and use and ownership of any intellectual property rights associated with such development work or any software products that Contractor provides subject to the applicable license agreement
- ii. Contractor respectfully requests that underlying leases written under the Participating Addendum will remain in full force and effect in the event of a termination

d. Delaware Specific Terms and Conditions, h)Termination of Contract, Termination for Convenience

- i. Contractor respectfully requests the following exception and requests the sentence to be deleted “In that event, all finished or unfinished documents, data , studies, surveys, drawings, maps, models, photographs, and reports or other material shall, at the option of the Participating Entity, become its property.” Each party will own exclusively all work-product authored by that party to the extent permitted by law, and also that no development work is contemplated under this Contract. If the State retains Contractor to develop and/or design a product or service specifically for the State, the parties shall agree in writing on the applicable development fees and use and ownership of any intellectual property rights associated with such development work or any software products that Contractor provides subject to the applicable license agreement
- ii. Contractor respectfully requests that underlying leases written under the Participating Addendum will remain in full force and effect in the event of a termination.



Offeror –Terms and Conditions and Instructions Exceptions

STATE OF ARIZONA

Agency: **Arizona Dept. of Administration
State Procurement Office (ADOA/SPO)**

Customer: **WSCA/NASPO participating states; AZ
Statewide (state agencies & cooperative partners)**

Description: **Mailing Equipment, Supplies and Maintenance**

5. State of Ohio

- a. The Contractor respectfully requests the following additional language be inserted in the following sections as agreed to previously with the State of Ohio. The changes have been agreed to between the State and Pitney Bowes Inc. under the current State Term Schedule.

Supplemental Terms and Conditions

S-18. RETURN GOODS POLICY. Numbered paragraph 3 or C shall be deleted.

	Solicitation Amendment		State of Arizona State Procurement Office 100 N 15th Ave., Suite 201 Phoenix, AZ 85007
	CONTRACT: ADSP011-00000411	PAGE 1	
	WSCA/NASPO MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE		
	AMENDMENT: One (1)		OF 1

CONTACT: Stacy Ingalls
State Procurement Office
Phone: (602) 542-9134
Stacy.ingalls@azdoa.gov

THE ABOVE REFERENCED SOLICITATION IS AMENDED AS FOLLOWS:

The following attachment has been added to the Solicitation and incorporated within:

PA Questionnaire and Terms and Conditions
Solicitation Amendment One (this document)

No other changes are made to this Solicitation in this Amendment.

ALL OTHER PROVISIONS OF THE SOLICITATION SHALL REMAIN IN THEIR ENTIRETY.

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.

AUTHORIZED SIGNATURE

DATE

Stacy Ingalls, Sr. Procurement Specialist

PRINTED NAME AND TITLE



Janice K. Brewer
Governor

Scott A. Smith
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

STATE PROCUREMENT OFFICE

100 NORTH FIFTEENTH AVENUE • SUITE 201
PHOENIX, ARIZONA 85007

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SOLICITATION AMENDMENT SUMMARY
AMENDMENT TWO (2)
SOLICITATION ADSP011-00000411
WSCA/NASPO MAILING EQUIPMENT, SUPPLIES, AND MAINTENANCE

Contact: **Stacy L. Ingalls**
Arizona State Procurement Office
Phone: (602) 542-9134
Stacy.ingalls@azdoa.gov

THE ABOVE REFERENCED SOLICITATION IS AMENDED AS FOLLOWS:

The solicitation close date has been changed from May 24, 2011 to May 27, 2011 at 3:00 PM (local time).

The following attachments have been added to the Solicitation:

Pre-Offer ADSP011-00000411
Pre-Offer Sign In
Frequently Asked Questions

The following documents have been revised and are changed herein:

Offeror Response Form Authorized Dealer/Partners/Sales and Service Provider List Amend 2
Offeror Response Form Capacity of Offeror Amend 2
Price and Pricing Amend 2
Pricing Scenarios Amend 2
Special Instructions Amend 2
Special Terms and Conditions Amend 2
Statement of Work Mailroom Equipment, Supplies, and Maintenance Amend 2
Uniform Terms and Conditions Amend 2

This amendment is being completed within the ProcureAz system and all documents mentioned above, including this document will be located within ProcureAz.

ALL OTHER PROVISIONS OF THE SOLICITATION SHALL REMAIN IN THEIR ENTIRETY.



Janice K. Brewer
Governor

Scott A. Smith
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

STATE PROCUREMENT OFFICE

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**SOLICITATION AMENDMENT SUMMARY
AMENDMENT THREE (3)
SOLICITATION ADSP011-00000411
WSCA/NASPO MAILING EQUIPMENT, SUPPLIES, AND MAINTENANCE**

Contact: Stacy L. Ingalls
Arizona State Procurement Office
Phone: (602) 542-9134
Stacy.ingalls@azdoa.gov

THE ABOVE REFERENCED SOLICITATION IS AMENDED AS FOLLOWS:

The following attachments have been added to the Solicitation:
Solicitation Amendment Summary 3 (this document)

The following documents have been revised and are changed herein:

Price and Pricing Amend 3

- Folder/Inserters Production lever speed revised to make consistent with specification in Statement of work.

Statement of Work Mailroom Equipment, Supplies, and Maintenance Amend 3

- Section 2.6.9 titled: equipment Performance subsection titled : *Replacement of Unsatisfactory Equipment*
- Section 2.7.4 titled: Installation/Integration

Due to the minor adjustments of this amendment we will not be extending the due date.

This amendment is being completed within the ProcureAz system and all documents mentioned above, including this document will be located within ProcureAz.

ALL OTHER PROVISIONS OF THE SOLICITATION SHALL REMAIN IN THEIR ENTIRETY.



Special Instructions

STATE OF ARIZONA

Agency: **Arizona Dept. of Administration
State Procurement Office (ADOA/SPO)**

Customer: **WSCA/NASPO participating entities; AZ
Statewide (State agencies and Cooperative members)**

Description: **WSCA/NASPO Mailing Equipment, Services and Support**

- 1. DEFINITIONS – ProcureAZ Terms.** ProcureAZ (<https://procure.az.gov>) is the State's online eProcurement system. Although the system was configured for the State's needs, the application is based on a commercial product known as BuySpeed Online, made by Periscope Holdings, Inc. As a result, some of the terms used in the BuySpeed Online application may be semantically different to similar terms used by the State. The following terms are as they appear in BuySpeed Online (and ProcureAZ), along with their corresponding meanings as they apply to the solicitation.

"Allow Electronic Quote" means an indicator, signifying whether or not offers may be submitted in ProcureAZ.

"Alternate Id" means a data field, in which may contain additional data in order to link a solicitation to a related project, activity or program.

"Amendments" means solicitation amendments.

"Attachments" means the section, as displayed in ProcureAZ, where the solicitation's electronic documents may be attached.

"Available Date" means a data field, in which may contain the date that the solicitation was published.

"Bid", depending on its use may mean solicitation or offer. For example, in the terms "Bid Solicitation" and "Bid Number", the term "Bid" means solicitation. In the terms "Bid Opening Date" and "Pre Bid Conference", "Bid" means offer.

"Bid Method" means the type of solicitation process being conducted.

"Bid Number" means the solicitation's identification number.

"Bid Opening Date" means the date and time that offers are due.

"Bid Solicitation" means solicitation.

"Bid Type" means the extent the solicitation notices were issued, ranging from "OPEN" (notices went to vendors registered with the selected commodity codes) to "CLOSED" (notices were only sent to the specific vendors invited by the State).

"Bill-to Address" means the department address where invoices occurring under any resulting contract may be billed.

"Bulletin Description" means a data field, in which may contain additional information regarding the scope of the solicitation.

"Buyer" means procurement officer.

"Department" means the customer for whom the solicitation is being done.

"Description" means the solicitation's title.

"Fiscal Year" means the State Fiscal Year in which the solicitation was initiated.

"Header Information" means the section of the solicitation, as displayed in ProcureAZ, containing solicitation information other than the line items.

"Info Contact" means a data field, in which may contain the contact information of a person to whom inquires are to be directed.

"Item information" means the section of the solicitation, as displayed in ProcureAZ, containing the solicitation's line items.

"Location" means the specific customer, within the department, for whom the solicitation is being done.

"Organization" means the state agency under whose authority the solicitation is being conducted.

"Pre Bid Conference" means pre-offer conference.

“Print Format” means the format of the solicitation’s print output.

“Purchase Method” means the type of contract transaction contemplated, ranging from an “Open Market” (one-time) transaction to a “Blanket” (term) transaction.

“Quote” means offer.

“Required Date” means a data field, in which may contain the date that the materials, services or construction are needed by the state.

“Ship-to Address” means the department address where materials, services or construction purchased under any resulting contract may be billed.

“Type Code” means the category of customers that may use any resulting contract(s). E.g., Single-Agency, Multi-Agency or Statewide. MODIFY TO SHOW THAT THIS IS A MULTI-STATE SOLICITATION, BUT SHOWN IN PROCUREAZ AS A STATEWIDE.

“Purchaser” means procurement officer.

2. INQUIRIES

Any inquiries regarding this solicitation should be directed to Stacy Ingalls, Procurement Officer for the solicitation. Her contact information is as follows:

Stacy L. Ingalls
Senior Procurement Officer
State of Arizona Department of Administration
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007
Direct Phone: 602-542-9134; email: stacy.ingalls@azdoa.gov

3. Solicitation Phase One – Public Notice

In accordance with A.A.C. R2-7-326, et seq. Competitive Sealed Proposals, the State hereby issues this Request for Proposals (RFP or Solicitation), to receive proposals for the Products and Services described herein. The Solicitation shall be conducted in accordance with the following phases and instructions therein. The RFP shall be published and publicly available for all prospective Offerors. During this period, the RFP may be changed or amended, with the final form of the RFP occurring upon any final amendment issued prior to the completion of the public notice period. During this period the State shall receive questions, submitted in writing. Depending on the quantities and nature of the questions received, the State will endeavor to respond to as many questions as is necessary and/or possible. Responses may be in writing or in an applicable change or attachment to the RFP.

3.1. Duty to Examine

Offerors shall carefully review the Solicitation for any defects, questionable or objectionable material. Comments concerning defects or other material must be made in writing and received by the State at least seven (7) days prior to the proposal’s due date. Protests based on any omission or error, or on the content of the Solicitation, may be disallowed if these faults have not been previously brought to the attention of the State as required herein. In the event of a contract awarded, no plea of ignorance of conditions that exist, or may hereafter exist, or of difficulties that may be encountered in the provision of services under the contract will be accepted as an excuse for any failure or omission on the part of the contractor to fulfill in every detail all of the requirements of the contract, nor accepted as a basis for any claims for extra compensation.

3.2. Amendments

The Solicitation shall only be modified by a Solicitation Amendment.

3.3. Electronic Documents

The Solicitation document is provided in an electronic format. Any unidentified alteration or modification to any Solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the State shall take precedence. As provided in the Solicitation Instructions, Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the State.

3.4. Inquiries

Inquiries regarding this Solicitation shall be in accordance with the following instructions.

3.4.1. Contact Person

Inquiries related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Procurement Officer. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

3.4.2. Written Inquiries

Notwithstanding any questions that may arise at a Pre-Offer Conference, if one is held, all inquiries shall be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. If an inquiry is submitted via USPS, do not place the Solicitation number on the outside of the envelope containing that inquiry, as it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.

3.4.3. Timeliness

Inquiries, exceptions or comments regarding the Solicitation shall be submitted as soon as possible but not later than seven (7) days before the Offer due date. Although inquiries, exceptions or comments regarding the Solicitation may be received and considered beyond this date, their contents may not be considered in time to affect a Solicitation Amendment.

3.4.4. No Right to Rely on Verbal Responses

Offerors shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.

3.5. Pre-Offer Conference

If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.

3.5.1. Persons with Disabilities

Persons with disabilities may request reasonable accommodations, such as a sign language interpreter, by contacting the Procurement Officer. Requests shall be made as early as possible to allow time to arrange the accommodation.

3.6. Further Solicitation Instructions

Further instructions may be included in additional locations throughout the solicitation. Offerors shall comply with these instructions as they would for any instructions contained herein.

3.7. Submission of Offer

Offers shall be submitted in accordance with the following instructions.

3.7.1. Submission in ProcureAz

Offers shall be submitted in an acceptable electronic format, as described herein, using the State's online eProcurement application ProcureAZ (www.procure.az.gov). Submission of offers by means other than the ProcureAZ system will not be accepted. Potential Offerors with questions in this regard shall contact the State Procurement Office prior to the Solicitations due date and time.

3.7.2. Acceptable Formats

Offer electronic files shall be submitted in a format acceptable to the State. Acceptable formats include .DOC and .DOCX (Microsoft Word), .XLS, and .XLSX (Microsoft Excel), .PPT and .PPTX (Microsoft PowerPoint) and .PDF (Adobe Acrobat). Offerors wishing to submit files in any other format shall obtain permission from the Procurement Officer prior to the Solicitations due date and time.

3.7.3. Offer and Acceptance Period

An Offeror submitting an Offer under this Solicitation shall hold its Offer open for one hundred-twenty (120) days from the Offer due date that is stated in the Solicitation. If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred-twenty (120) days from the Best and Final Offer due date.

3.7.4. Offer Amendment or Withdrawal

An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

3.7.5. Late Offers

An Offer submitted after the exact Offer due date and time shall be rejected.

3.7.6. Public Record

Offers received by the State and are subsequently opened, are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for portions of such Offers deemed to be confidential by the State.

3.7.7. Cost of Offer Preparation

The State will not reimburse any Offeror the cost of responding to a Solicitation.

3.8. Request for Proposals

All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.

3.8.1. Offer Contents

Offers in response to the Solicitation shall consist, at a minimum, the following Proposal Documents. All Proposal Documents shall be submitted in an electronic format accessible and acceptable to the State (Microsoft Word .DOC format and Microsoft Excel as applicable.)

3.8.1.1. Solicitation Questionnaires

Offerors Proposal Documents shall include all Solicitation Questionnaires, completed and in compliance with all Further Solicitation Instructions contained therein.

3.8.1.2. Contract Documents

Offerors Proposal Documents shall include all Contract Documents, to include the Contract Terms and Conditions and all Contract Amendments. The Contract Documents shall include the Proposal's terms, conditions and requirements, any proposed changes to the State's terms, conditions or requirements, and any new terms, conditions and requirements proposed by the Offeror.

3.8.1.3. Provision of Tax Identification Numbers

Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.

3.8.1.4. Comprehensive Financial Options

Offers shall provide comprehensive Financial Options to include the following:

- Purchase
- Operational Leases – with varying buyout ownership options at end of term including no ownership option
- Capital Leases – Traditional financing with ownership at end of term (software, buyouts of existing leases)
- Cancelable Rentals – Cancel with no greater than a three month penalty on rental payment

3.8.1.5. Acknowledgement of Solicitation Amendments

Offerors shall acknowledge any/all Solicitation Amendment(s). Solicitation Amendments shall be acknowledged in ProcureAZ shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or

acknowledgment for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.

3.8.1.6. Employee Identification

Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this contract. If the federal identifier of the offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

3.8.1.7. Disclosure

If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

3.8.1.8. No-collusion, Employment, and Services

By signing the Offer and Acceptance Form or other official Contract form, the Offeror certifies that they, one, did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer, two, do not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and three, comply with all applicable Federal, State and local laws, including executive orders, regarding employment.

3.8.1.9. Confidential Information

If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.

3.8.1.10. Offeror Forms

Offers shall include the following completed Offer Forms;

- Offeror Response Form 1 titled: Offeror Response Form Capacity of Offeror
- Offeror Response Form 2 titled: Offeror Response Form Authorized Dealer_Partner List
- Offeror Response Form 3 titled: Offeror Response Form Key Personnel
- Offeror Response Form 4 titled: Price and Pricing
- Offeror Response Form 5 titled: Pricing Scenarios
- Offeror Response Form 6 titled: Terms and Conditions and Instruction Exception Response Form
- OFFER AND ACCEPTANCE FORM

3.8.1.11. Line Items and Prices

3.8.1.12.

Offeror are not required to offer all categories, please only submit pricing on proposed categories. Pricing is to be provided by submitting percent discounts off the MSRP pricing for equipment, hourly rates as requested and pricing formulas for annual maintenance, or an annual fixed price as detailed in the attachment titled Price and Pricing. These percentages should be considered "not to exceed" rates. WSCA Administrative fees and delivery costs, as well as specified State Administration Fee's are to be considered in pricing submitted. Pricing submitted is exclusive of taxes and any individual state's administrative fee adjustment. Individual participating states may execute PA'S with one or more awarded contractors. The PA pricing, exclusive of taxes and any additional individual states administrative fee adjustment, shall not exceed the award. Offeror shall enter a price of 1 on the line item in ProcureAZ. Failure to comply may result in elimination of your proposal.

4. Solicitation Phase Two – Evaluation

Upon completion of the public notice period and after the Offer due date, the State shall evaluate all Proposals submitted in response to the RFP. In this evaluation, the State may request clarifications from the Offerors. Proposals shall be evaluated in accordance with the evaluation criteria as set forth in the RFP. As the result of this initial evaluation, the State may proceed with Contract awards or hold Discussions with an Offeror or Offerors that are determined to be reasonably susceptible for Contract award.

4.1. Offer Clarifications

Upon receipt and opening of proposals submitted in response to this Solicitation, the State may request written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering, eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford Offerors the opportunity to alter or change their Offer.

4.2. Waiver and Rejection of Rights

Notwithstanding any other provision of the Solicitation, the State reserves the right to waive minor informalities, reject any or all Offers or portions thereof or cancel the Solicitation.

4.3. Evaluation

In accordance with A.R.S. 41-2534, award shall be made to the responsible Offeror(s) whose Proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria. The following evaluation criteria shall be used in the evaluation of proposals submitted in response to the Solicitation, listed in their relative order of importance.

4.3.1. Evaluation Criteria – Capacity of Offeror

5. Offerors shall read, understand and comply with the Offeror Capacity questionnaire contained herein. Offerors shall comply with all additional instructions provided in the Capacity of Offeror response form. See **Offer Form 1 – Offeror Response Form Capacity of Offeror**. Offerors shall comply with all additional instructions provided in the Authorized Dealer/Partner /Sales and Service Provider response form. See **Offer Form 2 – Offeror Response Form Authorized Dealer/Partner/Sales and Service Provider List**. Offerors shall comply with all additional instructions provided in the Authorized Dealer/Partner response form. See **Offer Form 3 – Offeror Response Form Key Personnel**.

5.1.1. Evaluation Criteria – Prices and Pricing

Offerors shall read, understand and comply with the Prices and Pricing questionnaire contained herein. Offerors shall comply with all additional instructions provided in the Prices and Pricing Questionnaire. See Offer Form 4 titled: **Price and Pricing**. Offerors shall comply with all additional instructions provided in the Sample Order Pricing response form. See Offer Form 5 titled: **Pricing Scenarios**

5.1.1.1. Taxes

Arizona transaction privilege and use taxes shall not be considered for evaluation.

5.1.1.2. Identification of Taxes in Offer

The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the solicitation when applicable, the tax rate and amount shall be identified on the price sheet. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.

5.1.1.3. Federal Excise Tax

The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.

5.1.1.4. Prompt Payment Discount.

Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purposes of evaluating that price.

5.1.1.5. Unit Price Prevails

In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

5.1.2. Evaluation Criteria – Compliance with Terms, Conditions, Solicitation Requirements, and Attachment Requirements

Offerors shall read, understand and comply with the Terms, Conditions and Attachment Requirements contained herein. Offerors shall comply with all additional instructions provided in the Terms and Conditions response form. See Offeror Response Form 6 titled: **Terms and Conditions and Instruction Exception Response Form**. Offerors shall comply with all additional instructions provided in the Offer and Acceptance Form. See **OFFER AND ACCEPTANCE FORM**.

5.2. Exceptions

All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract. Offerors are encouraged to notify the State of possible exceptions prior to the deadline set for receipt of questions and to provide a detailed explanation for any exception, including a description of the technical, financial or other issues influencing the decision to take exception to the State's requirement. The total number of exceptions, as well as the severity of any one exception to the requirements of any part of the Solicitation may negatively affect the State's evaluation of the Offer, in accordance with the evaluation criteria stated in the Solicitation. An Offer that takes exception to any material requirement of the Solicitation may be rejected.

5.3. Minor Informalities

The State may waive informalities and minor irregularities in Offers received in response to the Solicitation.

5.4. Responsibility, Responsiveness and Acceptability

In accordance with A.R.S. 41-2534(G), A.A.C. R2-7-330 and R2-7-354, State shall consider the following in determining Offerors' responsibility as well as the responsiveness and acceptability of their proposals. Offerors may not be considered responsible if they have been debarred from the practice of their profession that would otherwise be necessary in the provision of goods and services under any resulting contract. Offerors may not be considered responsible if they have had a contract with the State, within the last three-years, that was terminated for cause, due to breach or similar failure to comply with the terms of any such contract. Offerors may also not be considered responsible if there is factual evidence of their frequent and reoccurring failure to satisfy the terms of their agreements and contractual relationships, both with the State or other government entities. Factual evidence shall consist of any documented vendor performance reports, customer complaints and/or negative references. Offers may not be considered responsive and/or acceptable if they do not contain information sufficient to evaluate the offer in accordance with the factors identified in the Solicitation or other necessary offer components. Necessary components include: All required documents completed, price proposal, Solicitation amendments, and/or reference and any other data specifically requested in the Solicitation.

6. Solicitation Phase Three – Discussions

Upon completion of Evaluations, in accordance with A.R.S. 41-2534 the State may, or may not, conduct Discussions with those Offerors who's Proposals are determined by the State to be reasonably susceptible of being selected for award. Discussions may be in writing or in person and may include presentations, site visits or demonstrations.

7. Solicitation Phase Four – Proposal Revision

Throughout the Discussions period or at their conclusion, the State may request Proposal Revisions. In accordance with the State's request, Offerors shall revise and submit any applicable portions of their Proposal.

8. Solicitation Phase Five – Subsequent Evaluations

Throughout the discussions period or at their conclusion, the State shall conduct Subsequent Evaluations of any Proposal Revisions. Following any Subsequent Evaluations, the State may determine that an Offeror is no longer susceptible for contract award and not engage them in further discussions.

9. Solicitation Phase Six – Contract Award

Following Evaluations and any Subsequent Evaluations, if it is deemed to be in the State's best interest, the State intends to award a Contract or Contracts to those responsible Offerors whose' Proposals are determined to be most advantageous to the State based on the Evaluation Criteria included herein. A Master Agreement will be executed upon the State of Arizona accepting the Offer on behalf of WSCA and the participating states. The State of Arizona will communicate award notifications to MPA Contractors and WSCA. No services can be provided by an MPA Contractor until that MPA Contractor has a PA executed with a participating entity.

9.1. Number or Types of Awards

The State reserves the right to make multiple awards or to award a Contract, by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, 'all or none' Offers shall be rejected.

9.2. Contract Inception

An Offer in response to this Solicitation does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.

9.3. Effective Date

The effective date of any Contracts resulting from the Solicitation shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official Contract form, unless another date is specifically stated in the Contract.

9.4. Protests

Any protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted there under. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include the name, address and telephone number of the protester, the signature of the protester or its representative, identification of the purchasing agency and the Solicitation or Contract number, a detailed statement of the legal and factual grounds of the protest including copies of relevant documents and the form of relief requested.



Special Terms and Conditions

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADOA/SPO)Customer: WSCA/NASPO participating states; AZ
Statewide(state agencies and cooperative partners)Description: WSCA/NASPO Mailing Equipment, Supplies, and
Maintenance

- 1 **DEFINITIONS for ProcureAZ terms.** ProcureAZ (<https://procure.az.gov>) is the State's online eProcurement system. Although the system was configured for the State's needs, the application is based on a commercial product known as BuySpeed Online, made by Periscope Holdings, Inc. As a result, some of the terms used in the BuySpeed Online application may be semantically different to similar terms used by the State. The following terms are as they appear in BuySpeed Online (and ProcureAZ), along with their corresponding meanings as they apply to the solicitation.
- "Actual Cost"** means the total value of all items and their extended quantities.
- "Alternate Id / Alternate ID"** is an optional field and means any additional data in order to link a solicitation or project to a related project, activity or program.
- "Attachments"** means the section, as displayed in ProcureAZ, where the solicitation's electronic documents may be attached. Attachments as defined in the Uniform Instructions may include Solicitation Attachments, and/or as defined in the Uniform Terms and Conditions may include Contract Attachments.
- "Buyer"** means procurement officer.
- "Catalog ID"** is an optional data field and means an identification number to signify a group of related contracts.
- "Contact Instructions"** means the contact information for the procurement officer.
- "Control Code"** is an optional field and means an identification characteristic of the contract.
- "Days ARO"** means the number of days 'After Receipt of Order' in which the customer will receive the ordered materials and/or services.
- "Department"** means the customer for whom the solicitation or contract was conducted for.
- "Discount %"** is an optional field and means the standard discount applied to all items.
- "Entered Date"** means the date that the contract was awarded, not necessarily the date the contract starts, e.g., Master Blanket/Contract Begin Date.
- "Fiscal Year"** means the State Fiscal Year in which the solicitation was initiated. In the event of contract(s) resulting from the solicitation, the Fiscal Year shall remain unchanged.
- "Freight Terms"** means how freight will be charged under the contract.
- "Header Information"** means the section of the solicitation or contract, as displayed in ProcureAZ, containing solicitation or contract information other than the line items.
- "Item information"** means the section of the solicitation or contract, as displayed in ProcureAZ, containing the solicitation or contract line items.
- "Location"** means the specific customer, within the department, for whom the solicitation or contract was done.
- "Master Blanket/Contract Begin Date"** means the date that the contract starts.
- "Master Blanket/Contract End Date"** means the date that the contract ends.
- "Master Blanket/Contract End Date (Maximum)"** means the date that the contract may be extended through if all allowable term extensions are exercised.
- "Master Blanket/Contract Vendor Distributor List"** means the list of companies authorized to distribute the materials and/or services on behalf of the contractor under the contract.
- "Master Blanket Purchase Order"** means the contract, indicating that the contract will be in effect over a stated period of time.
- "Minor Status"** is an optional data field and means a type of status indicator of the contract in ProcureAZ.
- "Organization"** means the state agency under whose authority the solicitation or contract was conducted.
- "Payment Terms"** means the period of time that payment is due after receipt of an accurate invoice.
- "Pcard Enabled"** is an optional data field and means that customers are allowed to use their purchasing card (P-Card or Pcard) to order from the contract within the ProcureAZ system.



Special Terms and Conditions

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADOA/SPO)Customer: WSCA/NASPO participating states; AZ
Statewide(state agencies and cooperative partners)Description: **WSCA/NASPO Mailing Equipment, Supplies, and Maintenance**

“PO Acknowledgement” means the list the notifications to the contractor and their acknowledgements of these notices.

“PO Type” means the period of time that the contract is in place, either a one-time transaction, Open Market, or for a stated period of time, Blanket.

“Print Dest Detail” is an optional data field and means a print format applicable to orders under the contract.

“Print Format” means the format of the solicitation or contract print output.

“Project No.” is an optional field and means an identification characteristic of the contract.

“Purchase Order” means contract.

“Purchase Order Number” means the contract’s identification number.

“Purchaser” means procurement officer.

“Receipt Method” means the method by which materials and/or services under the contract are received, either by amount spent, Dollar, or by item units, Quantity.

“Release Number” means the order number of each order under the contract. The Master Blanket/Contract will always reflect a zero “0” release number.

“Release Type” means the process that orders under the contract are subject to within ProcureAZ, requiring approval on an order-by-order basis, e.g., Standard Releases or not requiring approval, e.g., Direct Release.

“Retainage %” is an optional field and means the amount of the contract’s value that is retained.

“Shipping Method” means the method of shipping to be used under the contract.

“Shipping Terms” means the point where the contractor will ship the materials and/or services to, and if accepted, the point when responsibility and title passes from the contractor to the state.

“Short Description” means the contract’s title.

“Status” means the availability of the contract within ProcureAZ for ordering, e.g., Sent status.

“Tax Code”, if applicable, means the amount of taxes, expressed as a percentage, to be added to all items purchased under the contract. As items may be subject to differing tax rates, this field may be blank.

“Type Code” means the category of customers that may use any resulting contract(s), e.g., Single-Agency, Multi-Agency or Statewide.

“Vendor” means contractor.

“Buyback/ Trade In Program” means the contractor’s process for accepting the return of the Equipment or other products at the end of life – as determined by the Participating Entity utilizing the Master Price Agreement, subject to the subsection titled: Buy back/Trade In program in the Environmental section of the Capacity of Offeror Questionnaire.

2 OTHER DEFINITIONS

“Lead State” means the State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States.

“MPA Contractor” means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Price Agreement.

“Master Price Agreement” or “Master Agreement” means the underlying agreement, executed by and between the Lead State, as WSCA contract manager, acting on behalf of the Western States Contracting Alliance (WSCA), and the Contractor, as now or hereafter amended.

“Participating Addendum” means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity’s specific language or other requirements, e.g., ordering procedures specific to the Participating Entity, other terms and conditions.

“WSCA” means the Western States Contracting Alliance, a cooperative group contracting consortium for state procurement officials, representing departments, institutions, agencies, and political subdivisions (i.e., colleges, school districts, counties,



Special Terms and Conditions

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADO/SPO)

Customer: WSCA/NASPO participating states; AZ
Statewide(state agencies and cooperative partners)

Description: **WSCA/NASPO Mailing Equipment, Supplies, and Maintenance**

cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming. WSCA is a cooperative purchasing arm of the National Association of State Procurement Officials (NASPO).

“Purchasing Entity” means a Participating State, or other legal entity, properly authorized by a Participating State to enter into a contract for the purchase of goods and/or services described in the cooperative procurement. Unless otherwise limited in the cooperative procurement or in a Participating Addendum, political subdivisions of Participating States are deemed Purchasing Entities.

3 CONTRACT ADMINISTRATION

3.1 Contract. The contract includes the Master Price Agreement executed between the MPA Contractor and the State of Arizona, as Lead State on behalf of WSCA/NASPO, as a result of this solicitation, and a Participating Addendum executed between an MPA contractor and an individual participating State.

3.1.1 Master Price Agreement (MPA) or Master Agreement. The MPA shall consist of: the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by the MPA Contractor, their responses to any requests for clarifications and/or their best and final offer. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the State reserves the right to clarify any contractual relationship in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the contractor's proposal. In all other matters not affected by the written clarification, if any, the solicitation shall govern.

3.1.2 Participating Addendum (PA). An individual participating state may execute an individual PA with one or more MPA Contractors. The PA will be administered by the Participating State, in conjunction with the Lead State.

3.1.3 Order of Precedence. Any conflict in terms between the MPA and the PA shall be resolved by giving priority to the terms of the PA. In their PA, an individual state may establish their Order of Precedence for conflicting terms in the different sections of their contract. [For the Order of Precedence on the MPA documents please see language in the Uniform Terms and Conditions.](#)

Deleted:

3.2 Participation. Use of a WSCA/NASPO cooperative contract by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. In Arizona, this contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632. This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization(s) may be approved by either the agency (within an agencies delegated authority) or by the State Procurement Office. Approvals shall be at the exclusive discretion of the State and shall be final. Off-contract procurement shall be consistent with the Arizona Procurement Code.

3.3 Estimated Quantities. WSCA/NASPO and the State of Arizona anticipate considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor. The Contract shall be on an as needed, if needed basis.

3.4 Contract Type. The Contract shall be Prices as ceiling pricing. The MPA prices represents [ceiling prices for the equipment, supplies and services priced in the Master Price Agreement.](#)

[The Vendor is required to keep detailed records of all pricing offered so as it is verifiable and available on the website for the Participating Entity. The Contractor shall be able at all times to provide documentation of any pricing offered, that is followed up with a Purchase. All discounts in pricing do not have to be approved to be offered so long as the documentation of pricing offered is available upon request.](#)



Special Terms and Conditions

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADO/SPO)

Customer: WSCA/NASPO participating states; AZ
Statewide(state agencies and cooperative partners)

Description: **WSCA/NASPO Mailing Equipment, Supplies, and Maintenance**

- 3.5 Contract Term.** Pursuant to Arizona law, the term of the Master Agreement shall be effective upon the date of final execution by the State of Arizona, and shall continue for a period of two (2) years from the date of the executed Master Agreement unless terminated, cancelled or extended as otherwise provided herein. The contractor may request one change in the MSRP in the first 18 months of the contract. They may request to adjust their MSRP after 12 month from the completion of the last request. The Contractor shall provide a fully documented request and it is at the Lease States discretion as to if following their initial request for the life of the contract. The term of the individual Participating Addendum (PA) shall be effective upon the date of execution by the individual state, unless the individual state establishes a different effective date. Termination dates of an individual PA shall be the same as that of the Master Agreement unless terminated, cancelled or otherwise provided in the PA.
- 3.6.1 Contract Extensions.** By mutual written contract amendment, the MPA may be extended for three (3) one-year periods or a portion thereof for a total contract term not to exceed five (5) years. Unless otherwise established in the PA, the term of the PA will automatically be extended with the extension of the term of the MPA. No PA can be extended beyond the term established in the MPA.
- 3.6.2 Catalog/Price List** For the purpose of this contract, an established catalog/price list means the price included in a catalog, price list, schedule, MSRP or other form that is regularly maintained by a manufacturer, is either published or otherwise available for inspection by customers, that provides prices at which sales are currently or were last made to a significant number of any category of buyers or buyers constituting the general buying public for the materials or services involved. The pricing established in this contract shall be "not to exceed" pricing.
- 3.8 Scrutinized Business Operations.** Pursuant to A.R.S. § 35-391.06 and § 35-393.06, the Contractor certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in A.R.S. § 35-391 or and § 35-393, as applicable.
- 3.9 E-Verify.** The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program.). A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract. The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty.
- 3.10 Pandemic Contractual Performance.** The State shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The state may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include: (i) Key succession and performance planning if there is a sudden significant decrease in contractor's workforce; (ii) Alternative methods to ensure there are products in the supply chain; and (iii) An up to date list of company contacts and organizational chart.
- In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights: (i) After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms; (ii) The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the director as per § 41-2537 of the Arizona Procurement Code; and (iii) Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).
- The State, at any time, may request to see a copy of the written plan from the contractor. The contractor shall produce the written plan within 72 hours of the request.
- 3.11 Offshore Performance of Work** Due to security and identity protection concerns, direct services under this agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the Participating Entity's or its clients and may involve access to secure or sensitive data or



Special Terms and Conditions

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADOA/SPO)

Customer: WSCA/NASPO participating states; AZ
Statewide(state agencies and cooperative partners)

Description: **WSCA/NASPO Mailing Equipment, Supplies, and Maintenance**

personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the agreement. This provision applies to work performed by subcontractors at all tiers.

3.12 Electronic or Information Technology. Products, services and maintenance shall comply with A.R.S. § 41-3531, which requires conformance with the requirements of Section 508 of the Rehabilitation Act of 1973. Failure to comply shall be considered a breach of the Contract.

3.13 Warranty

All equipment supplied under this specification shall be fully guaranteed by the contractor for a minimum period of 12 months from the date of acceptance by the state. Any defects of design, workmanship, or materials shall be fully corrected by the contractor (including parts and labor) without cost to the state. This warranty shall include all maintenance required in the first 12 months. The written warranty shall be included with the delivered products to the using entity.

4 CONTRACT OPERATION

4.1 Contract Release Orders. Any product or services to be furnished under this contract shall be ordered by issuance of orders by the Participating Entity. Such orders may be issued from effective date of contract award. All orders are subject to the terms and conditions of this contract. All orders shall reference the MPA number and the PA number.

4.2 Ordering Process. Any products, services and maintenance to be furnished under this contract shall be ordered by issuance of orders, following receipt of a firm quote as required in the Statement of Work, by the Participating Entity. Individual PA's may modify these, or provide other requirements of an individual state for placing an order. Contract releases or purchase orders are those that are issued by an Authorized Purchaser in any of the following forms:

- Hard copy, one time only or blanket (term type)
- Electronically transmitted through facsimile equipment
- Electronically transmitted as an e-mail attachment
- Electronically transmitted through a contractor's Electronic Data Interchange (EDI) system or secured internet/web portal, i.e. those that provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking and reporting.
 - Such systems shall not allow for purchase orders to be placed for non-contract or excluded items
 - Use of such systems shall be at the sole discretion of the Participating Entity and all costs associated with set-up, maintenance and support shall be borne by the Contractor.
- Electronically through Participating Entity's p-card program.

4.3 Freight Terms - All freight under this contract is freight PPD by there contractor. No freight costs will be payed by the Participating Entity.

4.4 Order Acknowledgement. Contractor shall acknowledge receipt of all Orders. Contractor shall notify the Customer, in writing or electronically, within two (2) days of Order receipt. Customers may accept verbal Order acknowledgment when time and circumstances require.

4.5 Billing. Contractor shall include both the Master Agreement number, and the appropriate PA reference number on all invoices. All invoices shall be paid directly to the Contractor unless otherwise outlined within a PA.

4.6 Rental and Leases

4.6.1 Rental

Individual Participating States and Participating Entities may enter in to rental agreements for the products covered in the contracts resulting from the RFP, if they have the legal authority to enter into these types of agreements without going through a competitive process. Responders who wish to participate in rental agreements with these individual states/entities must subject copies of all of their rental agreements with their responses to this RFP. The rental agreements will not be reviewed or evaluated as part of the RFP evaluation process defined in this RFP. The agreements will simply be made available to any state or entity who wishes to negotiate a rental agreement with a Contractor.

4.6.2 Leases

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Special Terms and Conditions

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADOA/SPO)

Customer: WSCA/NASPO participating states; AZ
Statewide(state agencies and cooperative partners)

Description: **WSCA/NASPO Mailing Equipment, Supplies, and Maintenance**

Individual Participating States and Participating Entities may enter in to lease agreements for the products covered in the contracts resulting from the RFP, if they have the legal authority to enter into these types of agreements without going through a competitive process. Responders who wish to participate in lease agreements with these individual states/entities must submit copies of all of their lease agreements with their response to this RFP. The lease agreements will not be reviewed or evaluated as part of the RFP evaluation process defined in this RFP. The agreements will simply be made available to any state or entity who wishes to negotiate a lease agreement with a Contractor.

4.6.3 **COMPREHENSIVE FINANCIAL OPTIONS THAT SHOULD BE INCLUDED:**

Purchase

Operational Leases - with varying buyout ownership options at end of term including no ownership option

Capital Leases – Traditional financing with ownership at end of term (software, buyouts of existing leases)

Cancelable Rentals – Cancel with three month penalty on rental payment

All leases and rentals must have a non appropriations clause

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4.7 **Travel.** No Travel expenses will be paid to a Contractor for any work done under this contract. No matter if a participating Entity's equipment etc. is under a maintenance agreement or not. The only exception is if it is expressly allowed and detailed in a Purchasing Entity's PA.

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4.8 **Key Personnel.** It is essential that the contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must assign specific individuals to the key positions. Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of the issuing agency and a copy to the procurement office of record

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4.9 **Notification.** The All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called 'Notices'), shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

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To the Lead State (Administrator of the Master Agreement):

Arizona Department of Administration

State Procurement Office

100 North 15th Avenue, Suite 201

Phoenix, Arizona 85007

Fax: 602-542-5508

Procurement Officer:

Stacy L. Ingalls

Email: Stacy.ingalls@azdoa.gov

Direct Phone: 602-542-9134

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To the Contractor: (to be completed at time of award):

To the Participating State: (to be defined in the Participating Addendum)

5 USAGE REPORTS AND ADMINISTRATIVE FEES

5.1 Usage Reports. Contractor agrees to provide quarterly utilization reports to WSCA. The report shall be in the format developed by the Lead State and supplied to the Contractor. Individual participating states may require their own usage reports. Contractor shall provide these reports at the intervals, and in the format, required by the States.

5.2 Administrative Fees.

The Contractor shall report price agreement utilization and pay the NASPO administrative fee. The NASPO Cooperative Committee has approved the percentage of the NASPO administrative fee. The NASPO administrative fee must be included in the basic offered price under the MPA. Administrative fees shall not be added as a line item on any invoice.

The NASPO administration fee is not negotiable.



Special Terms and Conditions

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADO/SPO)

Customer: WSCA/NASPO participating states; AZ
Statewide(state agencies and cooperative partners)

Description: **WSCA/NASPO Mailing Equipment, Supplies, and Maintenance**

Some states may require an individual administrative fee be paid directly to the State on purchases made by Purchasing Entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments shall be incorporated in a Participating Addendum that is executed as a result of the MPA, or by an amendment if the Administrative fee is required after the initial PA has been executed.

The State specific administrative fees listed below will be considered as being included in the basic offered price under the MPA. Instances where a State did not include their state specific administrative fee in the "Special Terms and Conditions" section of this RFP, or where a state opts to use the resulting cooperative contract after award has been made, the Contractor may adjust pricing accordingly, only to the extent of the administrative fee, for purchases made by Purchasing Entities within the jurisdiction of that State. All such agreements shall have no effect whatsoever on the NASPO administrative fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. Administrative fees shall not be added as a line item on any invoice.

Contractor shall remit the NASPO administrative fee equal to .5% of the total contract dollars booked each quarter. The administrative fee shall be paid within thirty (30) days after the end of the calendar quarter. Contractor shall indicate the Contract Number and include with the remittance, a quarterly sales report by WSCA contract participant. The administrative fee shall be paid to:

Western States Contracting Alliance
c/o NASPO
167 West Main Street, Suite 600
Lexington, KY 40507

5.2.1 Interest

Any payments a contractor makes or causes to be made to WSCA after the due date as indicated on the Quarterly Report schedule shall accrue interest at a rate of 18% per annum or the maximum rate permitted by law, whichever is less, until such overdue amount has been paid in full. The right to interest on late payments shall not preclude the exertion of any rights or remedies pursuant to this agreement or otherwise with regards to the contractor's failure to make timely remittances.

5.2.2 State of Arizona Administrative Fee

Contractor shall pay an Administrative Fee to the State of Arizona in the amount of one percent (1%) of the total contract sales made in the State of Arizona. The Administrative Fee is calculated based on all sales transacted under the contract, minus all taxes and any returns or credits. The Administrative Fee shall not be charged directly to the customer, e.g., as a separate line item, a fee or a surcharge, but shall be included in the contract's unit prices.

The Administrative Fee shall be submitted, along with a Quarterly Usage Report documenting all contract sales, to the State Procurement Office within forty-five (45) days following the end of each calendar quarter. Usage Report shall be formatted as required, for more information on the Quarterly Usage Report or the Administrative Fee, its calculation, submission or use, see the State Procurement Office's web site at http://spoz.arizona.gov/Contractor_Resources/Admin_Fee.

At its option, the State may limit the applicability of the Administrative Fee to contract sales from some customers and not to others, e.g., fee is only applicable to sales from members of the State Purchasing Cooperative and not sales to State Agencies. See the State's website (above) form more information in this regard. The State will provide thirty (30) days written notice before exercising or changing this option.

Failure to remit Administrative fees in a timely manner or remit fees inconsistent with the contract's requirements may result in the State exercising any recourse available under the contract including a third party audit of all contract activity. Should an audit be required by the State, the contractor shall reimburse the State for all costs associated with the audit up to \$5,000 or one (1%) percent of the contract's estimated annual value, whichever is higher.

Agency: Arizona Dept. of Administration
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5.2.3 States Individual Administrative Fee

Arizona – 1% Administrative Fee

Connecticut – 1% Administrative Fee

6 RISK AND LIABILITY

The following pages cover indemnification and insurance requirements. Unless otherwise established or modified in an individual PA, these requirements may be interpreted to apply to any Participating State. Contractors shall provide current Certificates of Insurance to each Participating Entity with which the Contractor has an executed PA.

INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless WSCA, the Lead State, and Participating Entities along with their officers, agencies, and employees as well as any person or entity for which they may be liable from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

INSURANCE REQUIREMENTS:

Vendor shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the purchase and or use of the commodity.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Fire Legal Liability \$ 50,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Each Occurrence \$1,000,000

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***“The [Participating State, e.g., the State of Arizona], its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.”***
- b. Policy shall contain a waiver of subrogation against the [Participating State, e.g., State of Arizona], its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory
Employers' Liability \$ 500,000
Each Accident



Special Terms and Conditions

STATE OF ARIZONA

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Description: **WSCA/NASPO Mailing Equipment, Supplies, and Maintenance**

Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the **[Participating State, e.g., State of Arizona]**, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. For the State of Arizona, this requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

1. The **[Participating State., e.g., State of Arizona]**, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the Lead State (the State of Arizona) and the Participating State. Such notice shall be sent directly to the Procurement Officer for this Master Agreement and to the Procurement Officer of the Participating Addendum and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the **Participating State**) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received by the Participating State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Procurement Officer of the Lead State and to the Procurement Officer of the Participating State. Both the Master Agreement number and the Participating Addendum number and contract description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

F. APPROVAL: Any modification or variation from the *insurance requirements* in this Contract must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

G. EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

UNIFORM TERMS AND CONDITIONS
Version 8

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

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

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its

implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

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

3. Contract Administration and Operation

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent

that the books and records relate to the performance of the Contract or Subcontract.

- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and

warrants its compliance with Section A.R.S. § 23-214, Subsection A.

- 3.11 Scrutinized Businesses. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.
- 3.12 Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. **Costs and Payments**

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination inside, and shall include all freight delivery and unloading at the destination. Deleted: .
- 4.3. Applicable Taxes.
 - 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
 - 4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
 - 4.5.1. Accept a decrease in price offered by the contractor;
 - 4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

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

6. Risk and Liability

- 6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2. Indemnification
 - 6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
 - 6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."
- 6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

- 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 6.4.2. Force Majeure shall not include the following occurrences:
- 6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

- 7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
- 7.2.1. Of a quality to pass without objection in the trade under the Contract description;

- 7.2.2. Fit for the intended purposes for which the materials are used;
- 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6. Survival of Rights and Obligations after Contract Expiration or Termination.
 - 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
 - 7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

- 8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. Stop Work Order.
 - 8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 - 8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement

Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

- 8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed

and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. **Termination for Default.**

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. **Continuation of Performance Through Termination.** The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. **Contract Claims**

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. **Arbitration**

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. **Comments Welcome**

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

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PARTICIPANTS: The National Association of State Procurement Officials (“NASPO”) is a national association of Chief Procurement Officers that has established a procurement cooperative for state government departments, institutions and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the NASPO Member States and territories of the United States.

The Western States Contracting Alliance (WSCA) is fifteen members of NASPO who have focused on creating and managing multi-state cooperative contracts since 1993.

Obligations under contracts that result from this cooperative procurement are limited to those states and other eligible purchasing entities that execute a Participating Addendum.

Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds.

Participating States incur no financial obligations on behalf of political subdivisions.

Unless otherwise specified in the solicitation, the resulting master price agreement(s) will be permissive.

DEFINITIONS:

“**Lead State**” means the State conducting this cooperative solicitation and centrally administering any resulting master price agreement with the permission of the Signatory States.

“**Master Price Agreement**” means this cooperative solicitation and contract, between the designated Lead State and the awarded contractors.

“**Offer**” or “**Bid**” or “**Proposal**” refers to the offer submitted in response to a solicitation, whether denominated as an invitation to bid, invitation for bid, request for proposal, or otherwise. “**Bidder**” or “**Offeror**” similarly refers to the person, company, or other entity submitting the bid or proposal that

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constitutes an offer capable of acceptance, regardless of the solicitation method used.

“Permissive Price Agreement” means that placement of orders through the price agreement is discretionary with Purchasing Entities. They may satisfy their requirements through the master price agreement without using statutory or regulatory procedures (e.g. invitations for bids) to solicit competitive bids or proposals. Purchasing Entities may, however, satisfy requirements without using the master price agreement so long as applicable procurement statutes and rules are followed.

“Participating Addendum” means a bilateral agreement executed by a contractor and a Participating State (or a political subdivision with the consent of its state’s chief procurement officer) that clarifies the operation of the master price agreement for the State concerned, e.g. ordering procedures specific to a State, and may add other state-specific language or other requirements.

“Participating State” means a Signatory State that has indicated its intent to participate in a specific cooperative procurement/master price agreement by executing an Intent to Participate, or who has subsequently executed a Participating Addendum where required.

“Purchasing Entity” means a Participating State, or other legal entity, properly authorized by a Participating State to enter into a contract for the purchase of goods and/or services described in the cooperative procurement. Unless otherwise limited in the cooperative procurement or in a Participating Addendum, political subdivisions of Participating States are deemed Purchasing Entities.

QUANTITY ESTIMATES: Estimated quantities are informational and not to be construed as a warranty of accuracy of historical or anticipated volumes or a guarantee to purchase any amount.

SPECIFICATIONS: Any deviation from specifications must be clearly indicated by offeror, otherwise, it will be considered that the proposal is in strict compliance. When BRAND NAMES or manufacturers’ numbers are stated in

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the specifications they are intended to establish a standard only and are not restrictive unless the solicitation says “no substitute.” Offers will be considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate proposals offering lower quality or inferior performance will not be considered.

ACCEPTANCE OR REJECTION OF BIDS AND PROPOSALS: The Lead State reserves the right to accept or reject any or all bids or proposals, or parts of bids or proposals, and to waive informalities therein.

SAMPLES: Generally, when required, samples will be specifically requested in the solicitation. Samples, when required, are to be furnished free of charge. Except for those samples destroyed or mutilated during testing, samples will be returned at an offeror’s request, transportation collect.

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

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

MODIFICATION OR WITHDRAWAL OF BIDS AND PROPOSALS: Bids and proposals may be modified or withdrawn prior to the time set for receipt of bids or proposals. After the time set for receipt of bids or proposals, no proposal may be modified or withdrawn.

PATENTS, COPYRIGHTS, ETC: The Contractor shall release, defend, indemnify, and hold harmless NASPO, the Participating States, and the Purchasing Entities, as well as the officers, agents and employees of NASPO, the Participating States and the Purchasing Entities, from liability of any kind or nature, including the Contractor’s use of any copyrighted or uncopyrighted

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composition, process, patented or unpatented invention, article or appliance furnished or used in performance of this contract.

AWARD: Multiple master price agreements may be awarded as a result of this solicitation. Awards in requests for proposals (competitive sealed proposals) shall be made to the responsible offeror(s) whose proposals are determined to be the most advantageous to the Participating States, taking into consideration price and the other evaluation factors set forth in the solicitation. Unless otherwise stated in the solicitation, an award in a solicitation denominated as an invitation to bid will be made to the lowest responsive and responsible bidder(s) meeting specifications and all bid terms and conditions. The Participating States reserve the right to award items separately or by grouping items, or by total lot.

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

TERMINATION: Unless otherwise stated in the solicitation, any master price agreement entered into as a result of this solicitation may be terminated by either party upon 60- days notice, in writing, prior to the effective date of the termination. Further, any Participating State may terminate its participation upon 30- days written notice, unless otherwise limited or stated in the special terms and conditions of the solicitation. Any termination under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order.

DEFAULT AND REMEDIES:

- A. Any of the following shall constitute cause to declare the master price agreement or any order under this master price agreement in default:
- (1) Nonperformance of contractual requirements; or

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(2) A material breach of any term or condition of this master price agreement.

B. A written notice of default, and an opportunity to cure, shall be issued by the party claiming default, whether the Lead State (in the case of breach of the master price agreement), a Participating State (in the case of a breach of the Participating Addendum), the Purchasing Entity (with respect to any order), or the Contractor. Time allowed for cure shall not diminish or eliminate any liability for liquidated or other damages.

C. If the default remains after the opportunity for cure, the non-defaulting party may:

- (1) Exercise any remedy provided by law or equity;
- (2) Terminate the master price agreement or any portion thereof, including any orders issued against the master price agreement;
- (3) Impose liquidated damages, as specified in the solicitation or master price agreement;
- (4) In the case of default by the contractor, and to the extent permitted by the law of the Participating State or Purchasing Entity, suspend contractor from receiving future solicitations.

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

CONFLICT OF TERMS: In the event of any conflict between these standard terms and conditions and any special terms and conditions in the solicitation, the special terms and conditions shall govern.

REPORTS: The contractor shall submit quarterly reports to the Lead State contract administrator, and upon request to any Participating State, showing the quantities and dollar volume of purchases by each Purchasing Entity.

HOLD HARMLESS: The contractor shall release, defend, indemnify and hold harmless NASPO, the Participating States, and the Purchasing Entities, as well as the officers, agents and employees of NASPO, the Participating States and the Purchasing Entities, from and against any damage, cost or liability,

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including reasonable attorneys fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, its employees or subcontractors or volunteers.

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

GOVERNING LAW AND VENUE: This procurement shall be governed and the resulting master price agreement construed in accordance with the laws of the Lead State. The construction and effect of any Participating Addendum or order against the master price agreement shall be governed by and construed in accordance with the laws of the Purchasing Entity's State. Venue for any claim, dispute or action concerning the construction and effect of the master price agreement shall be in the Lead State. Venue for any claim, dispute or action concerning an order placed against the master price agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

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

WARRANTY: The contractor acknowledges that the Uniform Commercial Code applies to this master price agreement. In general, the contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any *special purposes* that the Purchasing Entity has relied on the contractor's skill or

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judgment to consider when it advised the Purchasing Entity about the product, (e) the product has been properly designed and manufactured, and (f) the product is free of significant defects or unusual problems about which the Purchasing Entity has not been warned.

The contractor agrees to warrant and assume responsibility for each hardware, firmware, and/or software product (hereafter called the product) that it licenses, or sells, to the Purchasing Entity under this master price agreement. When applicable, Contractor warrants that product(s) furnished pursuant to this contract shall, when used in accordance with the product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a contractor proposes or an acquisition requires that specific products must perform as a package or system, this warranty shall apply to the products as a system.

Where contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g., billing, invoicing, claim processing), contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting there from, including but not limited to the failure or untimely performance of such services.

This Date/Time Warranty shall survive beyond termination or expiration of this contract through: a) ninety (90) days or b) the contractor's or product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this contract for breach of warranty.

AMENDMENTS: The terms of this master price agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever

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without prior written approval of the Master Price Agreement Administrator of the Lead State.

ASSIGNMENT/SUBCONTRACT: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this master price agreement, in whole or in part, without the prior written approval of the Master Price Agreement Administrator of the Lead State.

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

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

INSPECTIONS: Goods furnished under this master price agreement shall be subject to inspection and testing by the Purchasing Entity at times and places determined by the Purchasing Entity. If the Purchasing Entity finds goods furnished to be incomplete or not in compliance with proposal specifications, the Purchasing Entity may reject the goods and require Contractor to either

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correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Purchasing Entity, the Purchasing Entity may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Purchasing Entity's rights including the rights and remedies under the Uniform Commercial Code.

PAYMENT: Payment for completion of a master price agreement order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. The Contractor may assess overdue account charges on the outstanding balance in accordance with, and up to the maximum allowed by, the laws of the participating state. Payments may be remitted by mail or electronic funds transfer. Payments may also be made via a Purchasing Entity's "Purchasing Card".

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

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

FIRM PRICE: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of receipt of bids or proposals. Prices must remain firm for the full term of the master price agreement.

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

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PROPOSAL PREPARATION COSTS: NASPO and the lead state are not liable for any costs incurred by the offeror in preparation of the bid or proposal.

CERTIFICATION REGARDING CONFLICT OF INTEREST: Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any Participating State to any officer or employee of NASPO or Participating States to secure favorable treatment with respect to being awarded this contract.

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

POLITICAL SUBDIVISION PARTICIPATION: Participation under this master price agreement by political subdivisions (i.e., statutorily eligible colleges, school districts, counties, cites, etc.) of the NASPO participating states shall be voluntarily determined by the political subdivision.

After the solicitation has closed, and an award has been made, additional non-NASPO purchasing entities in non- Participating States may be added with the consent of the chief procurement official in the non- Participating State, the contractor and the Lead State (on behalf of the NASPO Participating States) through the execution of an agreement as required by the lead state, and the execution of a Participating Addendum.

The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

CERTIFICATION REGARDING DEBARMENT: The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by NASPO.

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

AUDIT OF RECORDS: The Contractor agrees to allow NASPO, State and Federal auditors, and state agency staff access to all the records related to this master price agreement, and the right to copy those records, for audit, inspection and monitoring of services. Such access will be during normal business hours, or by appointment.

PRICES AS CEILING:

Master Price Agreement prices represent ceiling prices for the supplies and services priced in the master price agreement.

The vendor shall report to the Lead State any price reduction or discount, or other more favorable terms, offered to any Purchasing Entity.

In instances NOT related to the established standards, committed volumes or volume bulk purchases of a participating state or states, the awarded vendor agrees to negotiate in good faith to reestablish ceiling prices or other more favorable terms and conditions applicable to future orders.

STATE PARTICIPATION/UNIQUE TERMS AND CONDITIONS:

Apart from the Lead State conducting the solicitation, the States indicated on Attachment A have signified their initial intent to participate in a Master Price Agreement resulting from this Solicitation. Attachment A of the Solicitation includes any significant modifications to these terms and conditions or State-specific provisions required by the laws, regulations, or procurement practices of the State(s). Final participation in the Master Price Agreement by the State(s) shall be signified through the execution of a Participating Addendum.

After the solicitation has closed and an award has been made, additional NASPO Procurement Cooperative member States may be added with the

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consent of the contractor and the Lead State (on behalf of the NASPO Participating States) through execution of a Participating Addendum.

RENTAL AND LEASES:

Rental:

Individual Participating States and Participating Entities may enter in to rental agreements for the products covered in the contracts resulting from the RFP, if they have the legal authority to enter into these types of agreements without going through a competitive process. Responders who wish to participate in rental agreements with these individual states/entities must subject copies of all of their rental agreements with their responses to this RFP. The rental agreements will not be reviewed or evaluated as part of the RFP evaluation process defined in this RFP. The agreements will simply be made available to any state or entity who wishes to negotiate a rental agreement with a Contractor.

Leases:

Individual Participating States and Participating Entities may enter in to lease agreements for the products covered in the contracts resulting from the RFP, if they have the legal authority to enter into these types of agreements without going through a competitive process. Responders who wish to participate in lease agreements with these individual states/entities must submit copies of all of their lease agreements with their response to this RFP. The lease agreements will not be reviewed or evaluated as part of the RFP evaluation process defined in this RFP. The agreements will simply be made available to any state or entity who wishes to negotiate a lease agreement with a Contractor.

COMPREHENSIVE FINANCIAL OPTIONS THAT SHOULD BE INCLUDED:

- Purchase
- Operational Leases - with varying buyout ownership options at end of term including no ownership option
- Capital Leases - Traditional financing with ownership at end of term (software, buyouts of existing leases)
- Cancelable Rentals - Cancel with four month penalty on rental payment
 - All leases and rentals must have a non appropriations clause

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NON- APPROPRIATION:

The terms of the Agreement and any purchase order issued for multiple years under this Agreement is contingent upon sufficient appropriations being made by the Legislature or other appropriate governing entity. Notwithstanding any language to the contrary in this Agreement or in any purchase order or other document, a Purchasing Entity may terminate its obligations under this Agreement, if sufficient appropriations are not made by the governing entity at a level sufficient to allow for payment of the goods or services due for multiple year agreements, or if operations of the paying entity are being discontinued. The Purchasing Entity's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final and binding.

A Purchasing Entity shall provide sixty (60) days notice, if possible, of its intent to terminate for reason cited above. Such termination shall relieve the Purchasing Entity, its officers and employees from any responsibility or liability for the payment of any further amounts under the relevant Purchase Order.



Statement of Work

STATE OF ARIZONA

Agency: **Arizona Dept. of Administration
State Procurement Office (ADOA/SPO)**

Customer: **WSCA/NASPO participating entities;
AZ Statewide (State agencies and Cooperative
members)**

Description: **WSCA/NASPO Mailing Equipment, Supplies and
Maintenance**

1. INTRODUCTION

1.1. Purpose

In accordance with the Arizona Procurement Code, ARS 41-2501 et seq., the State of Arizona, State Procurement Office, intends to establish an at convenience, multi-state, contract for the purchase of Mailing Equipment, Services, and Support, in all applicable volume ranges from ultra low volume through production environment equipment, to include a wide breadth of products to meet the mailing needs of the State of Arizona and any Participating Entities. Proposals must be submitted with the intent to fully support the members of the Western States Contracting Alliance (WSCA) and the National Association of State Procurement Officials (NASPO) Cooperative (as defined below).The selected contractors shall accept purchase orders from and deliver products to approved purchasing entities.

The products and services resulting from the award of these Master Agreements and the following Participating Addendums (PA) will be available to all State entities, Cities, Counties, municipalities, and political subdivisions as defined in the individual PA's on an as needed basis under the same terms and conditions, including pricing, that has been agreed to in the Master Price Agreement(s) (MPA) or Participating Addendums (PA).

1.2. Introduction and Background

The Western States Contracting Alliance (WSCA) is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming.

NASPO is the National Association of State Chief Procurement Officers that has established a procurement cooperative for state government departments, institutions and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for the NASPO Member States and territories of the United States.

Under terms of the NASPO Cooperative Memorandum of Agreement, all fifty states and the District of Columbia may participate in this potential contract at their option and in accordance with their statutory requirements and rules.

Obligations under contracts that result from this cooperative procurement are limited to those states and other eligible purchasing entities that execute a Participating Addendum.

The following named states have signed an Intent to Participate form or have requested to be named in this RFP as a potential user of the resulting MPA: Alaska, Arizona, California, Colorado, Connecticut, Delaware, Hawaii, Iowa, Louisiana, Maine, Massachusetts, Minnesota, Montana, Nebraska, Nevada, New Hampshire, New Mexico, North Dakota, Ohio, Oregon, Pennsylvania, South Carolina, South Dakota, Utah, Vermont, Washington, West Virginia, Wisconsin, and Wyoming

The State of Arizona anticipates multiple awards as a result of this solicitation. The State of Arizona will execute a MPA with awarded Offerors on behalf of the State of Arizona and the Participating Entities. Individual Participating Entities will select an MPA contractor or contractors and execute a Participating Addenda (PA) with each contractor individually to establish the authorization for the MPA contractor to provide the products and services per the MPA in that individual state. Individual states are not required to enter into a PA with all or any awarded MPA contractors. Some states may elect to enter a PA with only one MPA contractor; other states may elect to enter into multiple MPA's.

Financial obligations of Participating Entities are limited to the orders placed by the departments or other state agencies and institutions having available funds.

Participating Entities incur no financial obligations on behalf of political subdivisions.

Unless otherwise specified in the solicitation, the resulting MPA's will be permissive.

1.3. Issuing Office



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Description: **WSCA/NASPO Mailing Equipment, Supplies and
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The State of Arizona, Arizona Department of Administration, State Procurement Office is the issuing office for this document and all subsequent amendments. The solicitation number (ADSP011-00000411) shall be referenced on all proposals, correspondence, and documentation relating to the RFP.

1.4. WSCA/NASPO Master Agreement Administrator

The WSCA/NASPO Master Agreement Administrator designated by WSCA/NASPO and the State of Arizona, State Procurement Office and the Arizona Department of Administration is:

Stacy Ingalls
Arizona Department of Administration
State Procurement Office
100 N. 15th Ave
Ste 201
Phoenix, AZ 85007

Email: stacy.ingalls@azdoa.gov

Phone: (602) 542-9134

1.5. Goals and Objectives

The goal of this solicitation is to sign Master Price Agreements (MPA) with Mailing Equipment Manufacturers who would provide, utilizing their Authorized Dealers/Partners, Mailing Equipment, Services, and Support, to include, but not limited to: Mailing Systems, Scales, Postage Meter Rentals, Openers, Folders, Inserters, Folders/Inserters, Envelope Addressing Systems, Tabbers, Extractors, Trackers, Bursting Equipment, Pressure Sealing, Check Imprinting/Endorsing, Pressure Sealers, Accessories, Mailing Furniture, Design, Training, Equipment maintenance, related software (license and subscription), and Maintenance, as needed, and as defined in this Request for Proposals (RFP).

The MPA resulting from this RFP will be for an initial period of two (2) years (initial term). The MPA may be extended beyond the original MPA period for three (3) twelve month terms at the WSCA Master Agreement Administrator's discretion and upon review of current market condition and contractor's performance.

1.6. Estimated Usage

The estimated usage from the two separate cooperative contracts (Arizona contract #EPS050076-A2, and Massachusetts contract # OFF22) being replaced by this combined cooperative contract are over \$85,000,000 annually. This figure is only an indication of the historical sales and not a guarantee of potential sales under a resultant contract.

2. SCOPE OF WORK

2.1. Scope of Work

Contractor shall provide equipment, services, and support to meet the mailing needs of the customer per the limitations of their award. The applicable product range will include software license and subscriptions, ultra low volume equipment through equipment used in mailing production environments, including postage meter rental, accessories, supplies, and maintenance. All equipment and services offered must meet the approval of the USPS®.

2.2. Administrative Fee

The Contractor shall report price agreement utilization and pay the NASPO administrative fee in accordance with the terms and conditions of the MPA. The NASPO Cooperative Committee has approved the percentage of the NASPO administrative fee. The NASPO administrative fee must be included in the basic offered price under the MPA.



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STATE OF ARIZONA

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members)**

Description: **WSCA/NASPO Mailing Equipment, Supplies and
Maintenance**

Ultra Low Volume
Mailing Systems, Low Volume
Mailing Systems, Medium Volume
Mailing Systems, High Volume
Mailing Systems, Production
Integrated Postal Scales
Letter Openers, Low Volume
Letter Openers, High Volume
Letter Folders, Low Volume
Letter Folders, High Volume
Inserters
Folders/Inserters, Low, Volume
Folders/Inserters, Medium Volume
Folders/Inserters, High Volume
Folders/Inserters, Production
Envelope Mail Labeler, Low Volume
Envelope Mail Labeler, Medium Volume
Envelope Mail Labeler, High Volume
Envelope Mail Labeler, Production
Envelope Addressing System Ink Jet, Low Volume
Envelope Addressing System Ink Jet, Medium Volume
Envelope Addressing System Ink Jet, High Volume
Envelope Addressing System Ink Jet, Production
Tabbers, Low Volume
Tabbers, Medium Volume
Tabbers, High Volume
Tabbers, Production
Check Imprinting/Endorsing
Pressure Sealing, Production
Bursting Equipment, Production
Pre-sorting Equipment, Production
Extractors
Mail Room Specific Furniture
Accessories
Accessories, Production
Software, License and Subscription
Supplies/Consumables
Supplies/Consumables, Production
Design, Production Only
Assembly, Production Only
Maintenance, Annual and Time & Materials
Legacy Maintenance
Lease/Rental/Finance Options

The State of Arizona reserves the right to at any time during the contract to add additional categories or groups as technology changes so long as the new categories/groups are in line with the intent of the Scope of Work. Any Contractor may submit a fully documented request for a new Category/group. It is at the sole discretion of the MPA Contract Administrator to add a new category or group to the existing MPA.



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Maintenance**

2.5. Excluded Items:

PC computers

Printers – Non-special printers. Please see section 2.4.1.1 titled Printers

If a Contractor is called due to non-performance of a system, and the Contractor arrives and determines that the issue is with an excluded item and not their product, they will notify the Purchasing Entity. If the equipment is under a maintenance agreement or in the initial one year warranty time frame, there will be no cost to the Purchasing Entity for the diagnostic call. If the equipment is not under warranty or a maintenance plan the Contractor may charge their hourly contracted

2.6. Products

2.6.1. Products

Contractor(s) shall provide equipment and support to meet the mailing needs of the customer per the extent of their award. The applicable product range will include mailroom-related software license and subscriptions, ultra low volume equipment and all other mail room equipment including mailing production environment equipment and accessories. The equipment, support, accessories and options as contained in specific product manufacturer's established catalog/price lists are placed into groups specified within this solicitation. All equipment, and support offered must meet the approval of the USPS®. Any awarded contractor(s) shall also include information on all environmental features of each item, including but not limited to: energy efficiency modes and their operation, double sided copying operations and double sided default programming, the extent to which any supplies and other packaging may qualify for recycling, remanufacturing, and will provide the environmental and economic benefits of these features.

2.6.1.1. Printers – the only printers allowed for purchase through this solicitation are special printers whose sole use is tied to mail room equipment. If a regular printer (e.g. an HP Printer) is able to be utilized in the same fashion, and function as the printer available from the Contractor, then the printer from the Contractor is not allowed. Allowable printers may be purchased with a mail room equipment system or as a product replacement from a purchase from this or a previous contract.

2.6.1.2. Furniture – Furniture is being awarded within each category as well as being classified as an independent category. The furniture that is applicable to the independent furniture category is furniture that is specific to mail rooms but not specific to the mail equipment category. E.g. Case work, or mobile mail cart etc. The furniture section within each category is relevant to furniture that would be compatible with the mailroom equipment with which they are compatible.

2.6.1.3. Accessories – (Regular and Production) All accessories shall be relevant to the functioning of a mail room. If there is any concern over a specific item being included in this category, said items will be submitted to the MPA Contract Administrator for a decision. The MPA Contract Administrator's decision is the final determination as to whether an item is included in the Scope of any resultant contract.

2.6.2. Remanufactured Equipment

A Contractor may offer Remanufactured or Refurbished Equipment that is certified by the Manufacturer. All Remanufactured or Refurbished Equipment will be clearly labeled as Remanufactured equipment. Pricing will be based on a quote and on an Individual Case Bases (ICB). All quotes for Remanufactured equipment will also provide the fixed annual maintenance rate for years 2-5. Remanufactured equipment shall come with a 1 year all inclusive warranty and the Offeror shall be able to provide maintenance for years 2-5 that includes all service, labor, software maintenance, and parts. If for any reason a Contractor is not able to provide maintenance (including parts), the Contractor(s) will provide, entirely at their expense, a replacement piece of equipment and/or software that has the equal or greater performance and functionality along with the maintenance for the equipment for the duration of the original five (5) year maintenance period (including maintenance on the replacement equipment) at no additional charge. All other requirements of the contract continue to apply.

2.6.3. Delivery

Shipping is to be FOB destination, inside to the contiguous 48 states, Washington DC and point of exportation for Alaska, Hawaii, Puerto Rico, etc. for shipments outside the 48 contiguous states. The point of exportation location must be agreed to, in writing, by the vendor and the Participating Entity. At that point, shipping terms, charges and conditions should be negotiated with the end-user. These Participating Entities must be notified in advance of any possible shipping charges and mutually agreed to in writing before any purchase is allowed.



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Description: **WSCA/NASPO Mailing Equipment, Supplies and
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The Contractor(s) shall furnish equipment within twenty (20) business days after receipt of order, or a delivery time mutually agreed upon, in writing, between the Participating Entity and the Contractor. The Contractor shall notify the Participating Entity in advance of delivery of equipment so that the Participating Entity can make necessary arrangements. Delivery of start-up supplies shall be made upon or before delivery of equipment. Delivery shall be made in accordance with instructions (time and quantities ordered) from the Participating Entity as detailed on the Order. All deliveries shall reference in the paperwork the Purchase Order number, the items ordered, the relevant Contract numbers, and shall include the items ordered, the pricing and any special instruction that may have been included in the Order. If there is a discrepancy between the purchase order and what is listed on the contract, it is the Contractor's obligation to seek clarification from the Participating Entity.

All deliveries and installation work shall be performed during regular working hours, defined as 7:00 A.M. to 6:00 P.M. Monday through Friday. Changes may be granted with written approval of the Participating Entity. Any delivery required to be performed outside regular working hours or on Saturdays, Sundays or legal holidays, as may be reasonably required consistent with contractual obligations, and if agreeable to both the Contractor and the Participating Entity, shall be agreed to in writing by both parties utilizing the appropriate contracted rate. Any additional expense must be agreed to in writing by both parties before the delivery and installation takes place.

The Contractor shall be responsible for the delivery of equipment in first class condition at the point of assembly, and in accordance with good commercial practices. The Contractor shall also be responsible for the removing of all debris associated with the purchase from the premises.

- Packing for shipment shall be provided to adequately protect the product and ensure safe shipment.
- Shipping cases shall be marked to indicate the name of the Contractor/Manufacturer's name and address of receiving Participating Entity, Purchase Order number, and Contract number (both the MPA number and the Participating Entities number).

Equipment provided shall be strictly in accordance with the equipment contained in the Contractors award, Participating Entities are authorized to order and the Contractor is authorized to ship, only those items approved and awarded under a resultant contract. If a review of orders placed by any Participating Entity reveals that items other than those awarded in the applicable Master Agreement, and not eliminated in the PA negotiation process have been ordered and delivered, the Participating Entity can take any contract remedy steps necessary to have the items returned to the Contractor(s), regardless of the time lapsed between the date of delivery and discovery of the violation. Full credit shall be required. Violation may result in administrative actions including, but not be limited to termination of the Participating Addendum or the Master Agreement.

2.6.4. Training & Support Services

Upon delivery and installation of specified equipment, the Contractor shall provide training to personnel designated by the Participating Entity. Operational Training must be provided to the designated personnel within a Participating Entity until the personnel are able to operate the equipment independently. The amount of training is determined by the complexity of the equipment purchased, rented or leased by the Participating Entity. All product and system training shall be included in the price and there shall be no additional charge for training. Contractor shall provide additional training at the Participating Entity's request throughout the life of the equipment at no additional charge. All training will be performed on the Participating Entity's site. Site required training will only be at no additional charge only if the equipment is either under warranty or an active maintenance plan.

The Contractor must agree to maintain a toll-free technical support telephone line. The telephone line shall be accessible to Participating Entity personnel who need to obtain competent technical assistance regarding the installation or operation of the Contractors equipment. The toll-free support line shall be available during regular working hours, defined as 7:00 A.M. to 6:00 P.M. Monday through Friday.

2.6.5. Instruction Manuals

Instruction manuals shall be included for each piece of equipment that is either purchased or rented. The instruction manual shall contain, but not be limited to:

- A section defining the capabilities of the equipment (specifications).



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members)**

Description: **WSCA/NASPO Mailing Equipment, Supplies and
Maintenance**

- A general section describing the technical operation of the equipment.
- A section describing the installation and use criteria of the equipment.
- A section on the primary points of contacts for sales, training, and maintenance/service.

All manuals and instruction shall be in the English language.

2.6.6. Technology Advancements

The State acknowledges that the Mailing Equipment industry and its suppliers are changing rapidly and as such desires to establish manufacturer-based contracts rather than product-specific point-in-time technology requirements, allowing flexibility to accommodate open-standards -based products and new technologies.

2.6.7. Software purchases or subscriptions

Purchase order shall be deemed to reference a manufacturer's most recent release model or version of the product at the time of the order, unless the Participating Entity specifically requests in writing a different model or version and the contractor is willing to provide such model or version. All Software Terms and Conditions will be negotiated and agreed to by either the end user or the Participating Entity as defined in the PA.

2.6.8. Products

Below is a list of Products included in this solicitation. It is however the intent to award by groups/categories.

Postage Meter, Rental
Ultra Low Volume
Mailing Systems, Low Volume
Mailing Systems, Medium Volume
Mailing Systems, High Volume
Mailing Systems, Production
Integrated Postal Scales
Letter Openers, Low Volume
Letter Openers, High Volume
Letter Folders, Low Volume
Letter Folders, High Volume
Inserters
Folders/Inserters, Low, Volume
Folders/Inserters, Medium Volume
Folders/Inserters, High Volume
Folders/Inserters, Production
Envelope Mail Labeler, Low Volume
Envelope Mail Labeler, Medium Volume
Envelope Mail Labeler, High Volume
Envelope Mail Labeler, Production
Envelope Addressing System Ink Jet, Low Volume
Envelope Addressing System Ink Jet, Medium Volume
Envelope Addressing System Ink Jet, High Volume
Envelope Addressing System Ink Jet, Production
Tabbers, Low Volume
Tabbers, Medium Volume
Tabbers, High Volume
Tabbers, Production
Check Imprinting/Endorsing
Pressure Sealing, Production
Bursting Equipment, Production
Pre-sorting Equipment, Production



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Customer: **WSCA/NASPO participating entities;
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members)**

Description: **WSCA/NASPO Mailing Equipment, Supplies and
Maintenance**

Extractors
Mail Room Specific Furniture
Accessories
Accessories, Production
Software, License and Subscription
Supplies/Consumables
Supplies/Consumables, Production

2.6.9. Equipment Performance. In the event that any equipment is inoperable due to equipment failure, through no fault or negligence of the Participating Entity, and the total number of hours of downtime exceeds five percent (5%) of the total productive use of time for three consecutive calendar months, the Participating Entity reserves the right to require the Contractor to replace the equipment or terminate the order with no termination or removal charges being assessed to the Participating Entity. The Participating Entity will notify the contractor in writing of the deficiency. After such notice, the Contractor must remove and replace the defective product(s) within ten (10) business days, at no cost to the Participating Entity. Failure to respond in good faith may result in termination of the contract. The effectiveness level for any equipment is computed by the following formula: subtract the total number of downtime hours, divided by the total productive time in the month. The total productive time shall be computed by multiplying 8 hours per day by the number of business days in the month. (weekend, furlough, and State Holidays excluded). It is understood and accepted that equipment failure may not be attributed to the use of recycled paper and/or recycled/remanufactured supplies, as long as those products meet the specifications set by the USPS.

Replacement of Unsatisfactory Equipment. The Contractor shall grant a credit to the Participating Entity for any equipment, that is currently in the warranty period, or on a maintenance plan, which fails to perform at an effectiveness level of ninety five percent (95%) during any month, or equipment out of service for more than three consecutive days. The credit shall be the equivalent to the percentage of down time experience in the month. Regarding Production equipment, the Contractor may elect to replace an individual component or section that is causing the issue. If this doesn't resolve the issue with the equipment the Participating Entity shall notify the Contractor in writing, which will act as a cure letter allowing fifteen (15) to have resolution plan in place. During the warranty period, unsatisfactory equipment performance requires an even exchange of equipment of equal or greater performance at no additional cost is required. After warranty period, the credit value shall be either the amount paid at the time of purchase or the dollar amount paid multiplied by the number of lease payments made at the time of the identified poor performance. If equipment, and software, is not functional within 60 days of delivery, the Purchasing Entity may return for full refund or cancel any rental or lease agreement with no fees or charges of any kind due.

2.7. Services

In addition to the services directly associated with the receipt of product under this Scope, the Contractor(s) will provide services related to the selection, purchase and management of distributed software. These services include, but are not limited to:

Assembly, Production Equipment Only
Software Installation/Integration
Design, Production Equipment Only
Maintenance, Annual and Time and Material
Legacy maintenance
Lease/Rental Finance Options

2.7.1. Maintenance on Equipment

The Contractor must have the resources, distribution capabilities, inventory of parts, consumable supplies, and staff to meet the requirements of a resultant contract. Contractor's Authorized Dealers/Partners shall maintain at a minimum enough spare parts and basic components to ensure downtime, for the purpose of ordering basic components, is kept extremely minimal. Maintenance pricing shall include all maintenance including, but not limited to, all parts, labor and time, and preventative maintenance services at the levels specified for each piece of equipment that is offered. The Contractor must offer a full service maintenance contract for all equipment placed. However, the Participating Entity shall have the option of not entering



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into a maintenance/service contract on purchased equipment, but choose to utilize the Time and Materials option. On-site service shall be available on both an immediate need service call basis, and as needed for preventive maintenance. Preventive, scheduled maintenance must be based on the specific needs of the individual equipment as determined by the Manufacturer and must include, but is not limited to, cleaning, lubrication, necessary adjustments, and replacement of unserviceable parts. Maintenance on any equipment purchased under this solicitation shall be available for five years.

2.7.1.1. Trade In/Buy Back

Contractor shall provide a Trade in /Buy Back program to help ensure Participating Entity has the best options to meet their needs. This program is required; however, it is at the sole option of the Participating Entity to utilize this program. Please provide the details of your Trade In/Buy Back program in your response.

2.7.1.2. Annual Maintenance agreements

All annual maintenance plans shall meet the follow requirements:

- 2 hour response time to all written or oral notices of a service requirement due to an equipment breakdown.
- A service technician, if required, shall be on site with in 24 hours.
- Replacement parts shall be received within 24 hours.
- Any and all technical support is included.
- All return service calls and onsite responses shall be made during Participating Entity business hours (7:00AM – 6:00PM) unless otherwise, mutually agreed to in writing beforehand by the Contractor and the Participating Entity. The contractor shall charge a rate not to exceed their Time and Materials- outside business hours, weekends, and holidays rate as proposed in the Price and Pricing spreadsheet for the applicable category. For example; If a Participating Entity need an installation for production equipment to begin at 5:00 AM, The instillation should take a total of six hours the Participating Entity and Contractor would agree to in writing before any work has begun to pay a rate not exceeding the one supplied in the Price and Pricing spreadsheet for Time and Materials outside of business hours for the hours for production equipment for the hours of 5:00 am to 7:00 AM and then regular hourly rates for the work from 7:00 AM to 11:00 AM. If the installation only took a total of five hours the Contractor shall only charge for the actual hours worked. If additional time is needed there shall be a mutually agreed upon amount, in writing, before the additional work is performed.
- All parts that require maintenance by a service technician are to be included and considered part of the yearly service maintenance plan, filed/defective parts shall be replaced at no additional charge to the Participating Entity.
- Routine consumable supplies shall be billed separately from service maintenance payments.
- If the equipment includes licensed software, the Contractor shall provide software support.
- All payments for maintenance service shall be invoiced by and made to the Contractor.

Any Purchasing Entities that require 4 hour on –site response time as well as a 24hr/7 days per week maintenance agreement will be negotiated during the PA process.

2.7.1.3. Loaner Equipment

If at any time a repair, no matter the origin, will keep any equipment inoperable for a total time exceeding two business days, the Contractor shall offer loaner equipment of equal or greater value and functionality to be in place until the inoperable equipment is in full operation at no cost to the participating entity, this may include piece parts or sub-assemblies, so long as no functionality is lost. Pertaining to Production equipment, the Contractor may offer, in lieu of loaner equipment, to provide production or alternative services during the period of repair. This shall be mutually agreed to in writing beforehand.

2.7.2. Legacy maintenance

The Contractor shall provide maintenance on legacy devices already sold to a Participating Entity. Pricing will be provided on an Individual Case Basis (ICB), through a quote process.

The Contractor must have the resources, distribution capabilities, inventory of parts, consumable supplies and staff to meet the requirements of any resultant contract. Legacy maintenance pricing shall include all maintenance including, but not limited to, all parts, labor and time at the levels specified for each piece of equipment that has previously been purchased from the Manufacturer. However, the Participating Entity shall have the option of not entering into a maintenance/service contract on



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purchased equipment, but choose to utilize the Time and Materials option. On-site service is to be available on both an immediate need service call basis, and as needed for preventive maintenance. Preventive, scheduled maintenance must be based on the specific needs of the individual equipment as determined by the OEM and must include, but is not limited to, cleaning, lubrication, necessary adjustments, and replacement of unserviceable parts. Maintenance shall be available for equipment that is up to 10 years old from date of purchase.

2.7.3. Design

Design layout services, if required by a Participating Entity, must be provided at no cost by the Contractor, with the exception of Production environment equipment. For Production environment equipment, the Contractor may only charge the contracted hourly rate. The total number of hours required for design layout services must be agreed to in writing before any design services are initiated. The Contractor shall only charge for actual hours worked.

2.7.4. Installation/Integration

All equipment prices shall include freight, delivery and installation, with the exception of integrating software installations For Production environment equipment. where, the Contractor may charge the contracted hourly rate.. The total number of hours needed shall be agreed to, in writing, before any Installation or, Integration services may be initiated. The Contractor shall only charge for actual hours worked. Installation is not necessary for all items (e.g. a small letter opener that only requires being plugged in to work, however any equipment that does require installation, it is included in the price with the exception of Production equipment.

Additionally if a Contractor needs to utilize special Rigging (e.g. a crane) where the Purchasing end user does not have an elevator accessible for moving the equipment, they may charge the hourly Installation /Integration rate. However all "rigging" charges shall be mutually agreed to, in writing, before work begins.

Contractor shall affix a label or a decal to the equipment at the time of installation showing warranty period by dates, and the name, address, and telephone number of the Contractor responsible for warranty service of the equipment.

The Contractor shall, prior to delivery, survey and review the particular installation location to ensure the existing proposed location meets the manufacturer's established installation criteria. If special installation is required, the Contractor and Participating Entity shall agree in writing, to the total cost of the special installation based on the hourly rates provided within the MPA. Should the proposed installation location not meet established installation criteria, the Contractor and the ordering Participating Entity will attempt to locate an alternate mutually agreeable location for the equipment.

All equipment identified as EnergyStar compliant shall be delivered and installed with the Energy Star or similar power management features enabled.

2.7.5. Software and Software Maintenance

Software purchases shall be for the manufacturer's most recent release model or version of the product at the time of the order, unless the Participating Entity specifically requests in writing a different model or version and the Contractor is willing to provide such model or version.

Maintenance shall be available for all software license purchased/Software maintenance shall include all software updates, patches and new releases/versions and shall be available to all Participating Entities. It is the Contractor's responsibility to communicate all updates, patches, and new releases/version to all end users. No additional fee shall be charged for installation of the same; however integration of software will be paid for by the hourly rate and agreed to in writing by both parties ahead of time. The Contractor shall be responsible for Postage Scale licensing.

2.7.6. Equipment Leasing

Individual s and Participating Entities may enter into lease agreements for the products covered in the contracts resulting from the RFP, if they have the legal authority to enter into these types of agreements without going through a competitive process. Responders who wish to participate in lease agreements with these individual states/entities must submit copies of all of their lease agreements with their response to this RFP. The lease agreements will not be reviewed or evaluated as part of the RFP evaluation process defined in this RFP. The agreements will simply be made available to any state or entity who wishes to negotiate a lease agreement with a Contractor. Any additional Terms and Conditions submitted that are



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specifically for Equipment Leasing will not become part of the MPA, but the negotiated Lease T&C's will be made part of the PA.

2.7.7. Equipment Rental

Individual Participating States and Participating Entities may enter in to rental agreements for the products covered in the contracts resulting from the RFP, if they have the legal authority to enter into these types of agreements without going through a competitive process. Responders who wish to participate in rental agreements with these individual states/entities must submit copies of all of their pertinent rental agreements with their responses to this RFP. No additional Terms and Conditions shall apply to any rental agreements. The rental agreements will not be reviewed or evaluated as part of the evaluation process defined in this RFP. The agreements will simply be made available to any state or entity who wishes to negotiate a rental agreement with a Contractor. . Any additional Terms and Conditions submitted that are specifically for Equipment Rental will not become part of the MPA, but the negotiated Lease T&C's will be made part of the PA.

2.7.8. Develop and Maintain Website. For each Participating Entity, the Contractor shall develop and support a website specific to that Participating Entity, with content approved by the Contract Procurement Officer and/or State Procurement Officer as appropriate. This web site information shall be available through the Internet without the use of additional software or licenses. Website should be user friendly to allow for quick and easy access and use. Contractor should provide web-based training regarding use of website at no additional cost, and online, email, or telephone help should be available to assist during the Participating Entity's standard working hours. Website must be available 24 x 7, except for scheduled maintenance and be ADA compliant. No costs or expenses associated with providing this information shall be charged to the Participating Entity. Universal Resource Locator (URL) for the website must be supplied to the Participating Entity and the MPA Contract Administrator within 60 days of the execution of a PA. The website shall include contract information, product information/catalog, and other pertinent information as may be reasonably requested by Participating Entity.

2.7.8.1. *Contract and General Information.* The website will provide contract information to include, at a minimum: the contract number(s) (MPA and PA); the Contractor's contact names and titles, including primary contact and contacts to whom incidents should be escalated; areas of responsibility for each contact name as well as their phone numbers and email addresses; Complete information for all Authorized Dealers/Partner for the geographical area of the Purchasing Entity to include contact names and titles, phone numbers, email addresses and a copy of the escalation plan for the Purchasing Entity; information on use of website; quote and ordering information; and any relevant notifications concerning the equipment, supplies and support available under any resultant contract.

2.7.8.2. *Online Catalog.* The website shall provide contract and ordering information to include, at a minimum: product names, product MSRP pricing, and product descriptions (photos optional or links to access product literature optional), and the contracted discount rate applicable to the product. Non-authorized products or groups of products shall either not be viewable on the website or shall be clearly marked as excluded products. Regardless of the number and types of links to the Contractor's electronic catalog, the Contractor shall ensure that all eligible agencies purchasing from one PA are able to access one, and only one, version of the product catalog.

2.7.8.3. *Product Searching Capability.* At a minimum, the online catalog should be searchable by product name, product number, and description.

2.7.9. Customer Service and Representation

2.7.9.1. *Dedicated Representation and Timely Response.* Contractor shall provide a dedicated representative for each Participating Entity. Such representative will develop a relationship with the Participating Entity. The Contractor shall submit a list of all Authorized Dealers/Partners by State. The list shall include the name of the dealer, the contact name, title, phone number, physical address, and email address. The Participating Entity shall have sole discretion as to which of the Authorized Dealers/Partner they choose to utilize. The Contractor will provide an individual for quote assistance, equipment, services and support recommendations, track and report on renewal deadlines, and serve as a contact point for the Procurement Officer. Contractor and Authorized Dealers must commit to returning phone calls or responding to emails within two business days.



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2.7.9.2. *Problem Escalation.* Contractor must provide an incident escalation path for each Participating Entity, providing on that Participating Entity's website, the name, contact information, and role of individuals to whom problems should be escalated if the problems are not resolved by primary contact with both the Contractor and Authorize Dealer/Partner.

2.7.9.3. *Contract Reviews.* The Contractor shall schedule bi-annual meeting with MPA Contract Administrator to review usage and discuss any issues that are occurring. The Contractor shall meet more often if the MPA Contract Administrator deems necessary. The Contractor shall conduct a customer satisfaction survey and detailed issues encountered during the previous six month term. The Contractor shall be prepared to discuss overall effectiveness of contract, total sales, potential cost savings opportunities when could be passed through to the Participating Entities. In a renewal year, the annual review will take place prior to contract extensions. It is the Contractors responsibility to schedule meetings. The Contractor shall schedule meeting with the PA Contract Administrator as well as any staff the PA Contract Administrator deems appropriate.

2.7.10. Price Quote, General. Pricing shall be submitted in the MPA as a discount off of MSRP list price, with the following exceptions: Maintenance shall be priced based on a Time and Material basis (hourly rate), Design (For Production Equipment only), and Installation (Production Equipment only) services shall be provided on an hourly rate basis. The Annual Maintenance pricing shall be developed in accordance with a submitted pricing formula. Individual PA's may use the MPA pricing as a base and may negotiate an adjusted rate. Any negotiated PA rates, exclusive of taxes or any individual state's administrative fee, shall not exceed the MPA rates. As requested by Purchasing Entity, for example on a high volume single order, Contractor may negotiate to reduce cost for the Participating Entity. Firm individual order quotes shall be provided to Purchasing Entity prior to order submittal. All quotes, no matter if for purchase, rental or lease, shall contain enough detail including pricing formulas so as to easily confirm pricing on quote against the pricing contain within the contract.

2.7.10.1.1. *Telephone or Email Quote Support.* Contractor/Authorized Dealer shall accept requests for quotes by telephone, fax, and email. Contractor /Authorized Dealer shall provide and maintain a toll-free number for Purchasing Entity to use. Contractor shall provide an email address for receipt of requests for price quotes. The Contractor must provide written quotes by fax, email or online as requested by the Participating Entity.

2.7.10.2. *Timely Quotes.* Contractor/Authorized Dealer agrees to provide quotes in a timely fashion. Expected response should be within 24 hours but no more than three business days, after receiving all of the pertinent information.

2.7.10.3. *Guaranteed 30 Day Quote.* Contractor is required to honor all quotes for 30 calendar days.

2.7.10.4. *Sales Promotion.* The Contractor may conduct sales promotions involving specific products or groups of products for specified time periods The request should include: the product or product groups, the promotional price as compared to the standard price for the product or product groups, and the start and end dates of the sales promotion. The Contractor shall keep an archive of all Sales Promotions with the applicable dates of the Sales Promotion for the entire time records are required to be kept with this contract. The archive should include: the product or product groups, the promotional price as compared to the standard price for the product or product groups, and the start and end dates of the sales promotion

2.7.10.5. *Extra-contractual Products and Services Prohibited.* Any attempt to use a Quote Request and/or any response thereto, to represent any products and/or services not specifically awarded and cited in the Contract as being included in the Contract is a violation of the Contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the MPA Contract Administrator, inclusive of but not limited to Contract termination for default, suspension and/or debarment of the Contractor

2.8. Line Item Specifications

Postage Meter Rental

- Digital postage meter must have display that provides date, piece-count, postage used, and postage unused.



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- Must be refillable by phone that may be placed on a master account.
- Must imprint postage from \$0.01 to \$99.99.
- No administrative fees for postage meter refills
- Available to renew annually
- No penalties for early rental termination

Mailing Systems, Ultra Low Volume

- Digital or IBI Operation to conform with USPS Postal Bulletin #22131
- Manual Feed
- Must meter, date envelopes
- Handles standard mail envelopes from 3" x 5" to 9" x 12"
- Interfaces with postage scales
- Must include locking key or security feature
- Must imprint postage from \$0.01 to \$99.99
- Must have replaceable ink cartridge
- Must have tape system for oversize packages (specify wet or dry tape – wet is preferred)

Mailing Equipment, Mailing Systems, Low Volume

- Digital or IBI Operation to conform with all USPS® requirements
- Minimum feed speed of 30 pieces/minute
- Must meter, date, and seal envelopes
- Handles standard mail envelopes from 3" x 5" to 9" x 12"
- Interfaces with postage scales
- Must include locking key or security feature
- Must imprint postage from \$0.01 to \$99.99
- Must have replaceable ink cartridge
- Must have tape system for oversize packages

Mailing Equipment, Mailing Systems, Medium Volume,

- Digital or IBI Operation to conform with USPS® requirements
- Minimum feed speed of 110 pieces/minute
- Must meter, date, and seal envelopes
- Handles standard mail and large envelopes up to 3/8" thick and 7-1/2" wide
- Interfaces with postage scales up to 100 lbs
- Includes tape dispenser for oversize packages
- Must imprint postage from \$0.01 to \$99.99
- Must include locking key or security feature
- Must have replaceable ink cartridge
- To include water reservoir with water level indicator
- Must have sealed and non-sealed modes

Mailing Systems, High Volume,

- Digital or IBI Operation to conform with USPS® requirements
- Minimum feed speed of 200 pieces/minute



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- Must meter, date, and seal envelopes
- Handles standard mail and large envelopes from 3"x 5" to 13" x 13"
- Interfaces with postage scales up to 100lbs
- Includes Tape Dispenser for oversize packages
- Must imprint postage from \$0.01 to \$99.99
- Must include locking key or security feature
- Must have replaceable ink cartridge
- To include water reservoir with water level indicator
- Must have sealed and non-sealed modes

Mailing System, Production

- Digital or IBI Operation to conform with USPS® requirements
- Minimum feed speed of 1000+ pieces/minute
- Must meter, date, and seal envelopes
- Handles standard mail and large envelopes from 3"x 5" to 13" x 13"
- Interfaces with postage scales up to 100 lbs.
- Includes Tape Dispenser for oversize packages
- Must imprint postage from \$0.01 to \$99.99
- Must include locking key or security feature
- Must have replaceable ink cartridge
- To include water reservoir with water level indicator
- Must have sealed and non-sealed modes

Integrated Postal Scales

- Capable of Interfacing with Postage Meter. (Identify Meter(s))
- Includes variety of rates including: Standard, First Class, Priority Mail, Certified Mail, Return Receipt Registered, C.O.D., Insured, Registered, Bulk Rates, etc.
- Includes keyboard graphics, operator prompts and menu selections.
- Special Carrier Rates.
- Capable of weighing to a 32nd of an oz., displaying in increments of 0.5 oz.
- Must electronically set postage meter by the touch of one button
- Must include postal rate changes at no additional cost throughout the lease or maintenance contract

Letter Openers, Low Volume

- Includes Feeder and Stacker, Variable Trim Control
- Processing speed up to 25,000 pieces per hour Minimum.
- Self-Sharpener trim blade adjusts to allow for narrow or wide cut.
- Includes Tray that collects opened envelopes and trimmings.

Letter Openers, High Volume

- Includes Feeder and Stacker, Variable Trim Control
- Processing speed over 25,000 pieces per hour Minimum.
- Self-Sharpener trim blade adjusts to allow for narrow or wide cut.
- Includes Tray that collects opened envelopes and trimmings.



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Letter Folders, Low Volume

- Automatic
- Folds up to 15,000 sheets per hour minimum.
- Completes Standard or Custom folds.
- Handles at a minimum paper from 3-1/8" x 4" x 9-1/2" x 14".

Letter Folders, High Volume

- Automatic
- Folds more than 25,000 sheets per hour minimum.
- Completes Standard or Custom folds.
- Handles at a minimum paper from 3-1/8" x 4" x 9-1/2" x 14".
- Able to process Multiple Folds

Inserters

- Processes up to 5,500 sheets per hour minimum.
- Feeds, collates, folds, and, inserts material into envelopes.
- Jobs can be pre-programmed.

Folder/Inserters, Low volume

- Automatic
- Completes Standard or Custom folds.
- Handles paper from 3-1/8" x 4" x 9-1/2" x 14".
- Processes up to 1,500 sheets per hour minimum.
- Feeds, collates, folds, and, inserts material into envelopes.
- Jobs can be pre-programmed.

Folders/Inserters, Medium Volume

- Automatic
- Completes Standard or Custom folds.
- Handles paper from 3-1/8" x 4" x 9-1/2" x 14".
- Processes up from 1501 – 4,999 sheets per hour minimum.
- Feeds, collates, folds, and, inserts material into envelopes.
- Jobs can be pre-programmed.

Folders/Inserters, High Volume

- Automatic
- Completes Standard or Custom folds.
- Handles paper from 3-1/8" x 4" x 9-1/2" x 14".
- Processes up to 5,000 – 9,999 sheets per hour minimum.
- Feeds, collates, folds, and, inserts material into envelopes.
- Jobs can be pre-programmed.

Folders/Inserters, Production



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- Automatic
- Completes Standard or Custom folds.
- Handles paper from 3-1/8" x 4" x 9-1/2" x 14".
- Processes over 10,000 sheets per hour minimum.
- Feeds, collates, folds, and, inserts material into envelopes.
- Jobs can be pre-programmed.
-

Envelope Mail Labeler, Low Volume

- Label Speed: up to 5,000 # 10 envelopes per hour.
- Applies permanent (peel off) labels ranging in size from 1" to 4" high and maximum backing strip of 6".
- Adjustable label positioning from side-to-side and top-to-bottom of document.
- Motor driven take-up reel for label backing and control for adjusting for different types of labels and backing
- Includes digital counter.

Envelope Mail Labeler, Medium Volume

- Label Speed: up to 10,000 # 10 envelopes per hour. (Do we need if we only have one group)
- Applies permanent (peel off) labels ranging in size from 1" to 4" high and maximum backing strip of 6".
- Adjustable label positioning from side-to-side and top-to-bottom of document.
- Motor driven take-up reel for label backing and control for adjusting for different types of labels and backing
- Includes digital counter

Envelope Mail Labeler, High Volume

- Label Speed: up to 15,000 # 10 envelopes per hour. (Do we need if we only have one group)
- Applies permanent (peel off) labels ranging in size from 1" to 4" high and maximum backing strip of 6".
- Adjustable label positioning from side-to-side and top-to-bottom of document.
- Motor driven take-up reel for label backing and control for adjusting for different types of labels and backing
- Includes digital counter

Envelope Mail Labeler, Production

- Label Speed: up to 25,000 # 10 envelopes per hour. (Do we need if we only have one group)
- Applies permanent (peel off) labels ranging in size from 1" to 4" high and maximum backing strip of 6".
- Adjustable label positioning from side-to-side and top-to-bottom of document.
- Motor driven take-up reel for label backing and control for adjusting for different types of labels and backing
- Includes digital counter

Envelope Addressing System, Ink Jet, Low Volume

- Label Speed: up to 2,500 # 10 envelopes per hour.
- Applies address information directly to envelopes.
- Adjustable printing positioning from side-to-side and top-to-bottom of document.
- Adjustable print resolution
- Scalable fonts
- Interface with Windows based software
- Includes digital counter.

Envelope Addressing System, Ink Jet, Medium Volume

- Label Speed: up to 5,000 # 10 envelopes per hour.
- Applies address information directly to envelopes.



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- Adjustable printing positioning from side-to-side and top-to-bottom of document.
- Adjustable print resolution
- Interface with Windows based software
- Includes digital counter.

Envelope Addressing System, Ink Jet, High Volume

- Label Speed: up to 24,999 # 10 envelopes per hour.
- Applies address information directly to envelopes.
- Adjustable printing positioning from side-to-side and top-to-bottom of document.
- Adjustable print resolution
- Multiple print heads
- Movable print heads
- Print USPS Bar Codes
- Scalable fonts
- Interface with Windows based software
- Includes digital counter.

Envelope Addressing System, Ink Jet, Production

- Label Speed: over 25,000 # 10 envelopes per hour.
- Applies address information directly to envelopes.
- Adjustable printing positioning from side-to-side and top-to-bottom of document.
- Adjustable print resolution
- Multiple print heads
- Movable print heads
- Scalable fonts
- Print USPS Bar Codes
- Interface with Windows based software
- Includes digital counter.

Tabbers, Low Volume

- Complies with all USPS® regulations
- Single-tab speeds up to 15,000/Hr
- Multiple tabbing options (paper, clear translucent with or without perforation etc.)
- Easy Programming and Set up
- Automatic size adjusting (accepts various tab sizes)
- Accepts various types and sizes of media

Tabbers, Medium Volume

- Complies with all USPS® regulations
- Single-tab speeds from 15,001 - 22,000/Hr
- Multiple tabbing options (paper, clear translucent with or without perforation etc.)
- Easy Programming and Set up
- Automatic size adjusting (accepts various tab sizes)
- Accepts various types and sizes of media

Tabbers, High Volume

- Complies with all USPS® regulations
- Single-tab speeds greater than 22,001/Hr – 50,000/Hr



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STATE OF ARIZONA

Agency: **Arizona Dept. of Administration
State Procurement Office (ADOA/SPO)**

Customer: **WSCA/NASPO participating entities;
AZ Statewide (State agencies and Cooperative
members)**

Description: **WSCA/NASPO Mailing Equipment, Supplies and
Maintenance**

- Multiple tabbing options (paper, clear translucent with or without perforation etc.)
- Easy Programming and Set up
- Accepts various types and sizes of media

Tabbers, Production

- Complies with all USPS® regulations
- Single-tab speeds greater than 50,000/Hr
- Multiple tabbing options (paper, clear translucent with or without perforation etc.)
- Easy Programming and Set up
- Accepts various types and sizes of media
-

Check Imprinting/Endorsing

- Minimum monthly volume of 25,000
- Utilize both cut sheet and continuous style documents
- Able to provide a variety of options with regards to signatures, date stamps, seals and logos on various locations on the document
- Counters that can be reset and non-reset for audit purposes
- Offers both tri-color and ultraviolet ink roll options

Pressure Sealing, Production

- Creates a single piece mailer from a full range of stock or custom forms
- Creates a single piece mailer with a continuous seal formed to assure security and confidentiality
- Must be able to detect when "double documents" are processed
- Must be able to detect document jams during production
- Shall have emergency shut off/safety devise

Bursting Equipment, Production

- Able to burst cut sheet
- Able to burst at the perforation
- Stack sequentially and continuous multipart documents
- Burst at the horizontal perforations
- Burst various locations of perforations

Pre-sorting Equipment, Production

- Minimum monthly volume of 100,000
- Ability to sort various sizes of envelopes, flats and packages
- Multiple Station
- Various rates of speed
- Ability to process the entire range of USPS

Extractors

- Processes up to 3000 pieces per hour.
- One, Two, or, Three Sided Opening.
- Includes counting and monitoring system that counts pieces processed.
- Capable of processing various sizes of intermixed mail up to and including #11 envelopes, heights to 5-1/4".



Statement of Work

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Description: **WSCA/NASPO Mailing Equipment, Supplies and
Maintenance**

Mailing Furniture (specific to a category)

- Mailroom furniture shall be appropriate for the mailroom category being it is being offered in.
- Mailroom work tables, pedestals, bins etc. must be constructed of wood, steel or plastic bases with steel, laminate or wood tops that can support the daily use and weight of mailroom product and equipment.
- Only furniture specifically related to the category/group of equipment may be purchased under this category

Mailing Furniture (general)

- Mailroom furniture shall not be specific to a piece of equipment or a category/group
- Mailroom free standing mail sorter tables, case works, mail carts etc. must be constructed of wood, steel or plastic bases with steel, laminate or wood tops that can support the dialing use and weight of mailroom activity.

Accessories

- Mailroom accessories must be appropriate for a mailroom operation.
- All accessories related to equipment configurations must be identified in the equipment catalogs with the associated percentage % discount(s) off the manufacturer's suggested retail price.

Accessories, Production

- Mailroom accessories must be appropriate for a production mailroom operation.
- All accessories related to production equipment configurations must be identified on the equipment catalogs with the associated percentage % discount(s) off the manufacturer's suggested retail price.

Software, License and Subscription

- Mail room related software license that are utilized within the mailing equipment (e.g. tracking software or accounting software) as well as subscription software where access to a mailing solution is purchases on either a monthly or annual basis.
- Software not proprietary and not utilized in the mailing equipment process is not allowed.
- All updates, and installations will be performed by the Contracted Supplier

Supplies /Consumables

- All Supplies/Consumables needed to operate the mailing devise or equipment.
- Regular paper is not included in this category
- Labels for addressing and other mail room purposes are included.

Supplies/Consumables, Production

- All Supplies/Consumables needed to operate the production mailing devise or equipment.
- Regular Paper is not included in this category.
- Labels for addressing and other production mail room purposes are included

Design, Production Only

- Billable only for Production equipment.
- Total hours with total fee will be agreed to in writing from both parties before any work will begin.
- All other Design work is included in the cost of the mailing equipment.



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Assembly, Production Only

- Billable only for Production equipment.
- Total hours with total fee will be agreed to in writing from both parties before any work will begin.
- All other Installation work is included in the cost of the mailing equipment.

UNIFORM INSTRUCTIONS TO OFFERORS

A. **Definition of Terms.** As used in these Instructions, the terms listed below are defined as follows:

1. "*Attachment*" means any item the Solicitation requires an Offeror to submit as part of the Offer.
2. "*Contract*" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
3. "*Contract Amendment*" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
4. "Contractor" means any person who has a Contract with the State.
5. "*Days*" means calendar days unless otherwise specified.
6. "*Exhibit*" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
7. "*Offer*" means bid, proposal or quotation.
8. "*Offeror*" means a vendor who responds to a Solicitation.
9. "*Procurement Officer*" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
10. "*Solicitation*" means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
11. "*Solicitation Amendment*" means a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
12. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
13. "*State*" means the State of Arizona and Department or Agency of the State that executes the Contract.

B. **Inquiries**

1. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
2. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries

concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

3. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.
4. Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
5. No Right to Rely on Verbal Responses. An offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
6. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
7. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
8. Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

C. Offer Preparation

1. Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.
2. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
3. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.

4. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
 - 4.1. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - 4.2. Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.
5. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
6. Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
7. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgement for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.
8. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
9. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
 - 9.1 Employee Identification. Offeror agrees to provide an employee identification number or social security number to the Department for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this contract. If the federal identifier of the offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
10. Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the solicitation. When applicable, the tax rate and amount shall be identified on the price sheet. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.
11. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the

relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

12. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
 - 12.1 Special Terms and Conditions;
 - 12.2 Uniform Terms and Conditions;
 - 12.3 Statement or Scope of Work;
 - 12.4 Specifications;
 - 12.5 Attachments;
 - 12.6 Exhibits;
 - 12.7 Special Instructions to Offerors;
 - 12.8 Uniform Instructions to Offerors; and
 - 12.9 Other documents referenced or included in the Solicitation.
13. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).
14. Federal Immigration and Nationality Act. By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.
15. Offshore Performance of Work Prohibited
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

D. Submission of Offer

1. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.

2. ProcureAZ Offer Submission, Due Date and Time. Offerors responding to a solicitation in ProcureAZ must submit their offers electronically through ProcureAZ. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside of ProcureAZ or those that are received after the due date and time shall be rejected.
3. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
4. Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.
5. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
 - 5.1. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - 5.2. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with an applicable Federal, state and local laws and executive orders regarding employment.

E. Evaluation

1. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
2. Taxes. If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.
3. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purpose of evaluating that price.
4. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
5. Disqualifications. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.
6. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred twenty (120). If a Best and Final Offer is requested pursuant to a Request for proposals, an Offeror shall hold its Offer open for one hundred twenty (120) days from the Best and Final Offer due date.
7. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
 - 7.1 Waive any minor informality;

7.2. Reject any and all Offers or portions thereof; or

7.3 Cancel the Solicitation.

F. Award

1. Number of Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.
2. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the offer.
3. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

G. Protests

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

1. The name, address and telephone number of the protester;
2. The signature of the protester or its representative;
3. Identification of the purchasing agency and the Solicitation or Contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
5. The form of relief requested.

H. Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.