



INTENT TO PARTICIPATE
Cooperative Contract(s) for Mailing Equipment and Maintenance

I. PURPOSE:

The purpose of this Agreement is to provide the members of the Western States Contracting Alliance (WSCA) and other interested NASPO states with the opportunity to participate in multi-state cooperative contract(s) for Mailing Equipment and Maintenance.

II. SCOPE OF THE CONTRACT(S)

The State of Arizona is authorized by agreement of the participants to act as the procurement officer in developing multi-state cooperative contract(s) for Mailing Equipment and Maintenance. The resulting contract(s) will be permissive.

III. TERM OF THE CONTRACT(S)

The initial contract(s) will be established for up to five (5) years from date of award, with possible multiple renewal contract extension options for a total potential contract of fifteen (15) years.

IV. SOLICITATION AND CONTRACT DEVELOPMENT/ADDITIONAL INFORMATION

The solicitation and contract development shall be accomplished in compliance with the WSCA and NASPO Agreement of Understanding, incorporated herein by reference.

Solicitation Publication Period

Bidders/offerors will be given over thirty (30) days after publication to submit proposals.

Solicitation Type and Evaluation Criteria

This RFP will be issued and evaluated in concert with the procurement laws and rules of the State of Colorado by a sourcing team composed of members from several states.

Award(s): The solicitation will permit multiple awards.

Additional Requested Information

State Specific Terms and Conditions: If the participating state wishes to include any State specific terms and conditions with the release of this RFP, please attach those with this Intent to Participate.

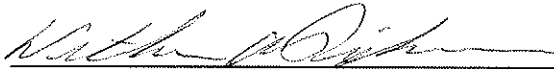
Intent to Participate for Multi-State Cooperative Contract(s) for Mailing Equipment and Maintenance.

SIGNATURE

State of Delaware

William W. Pickrum, Deputy Director, Government Support Services, Office of Management and Budget

Printed Name and Title



Signature

April 20, 2011

Date

Please scan and email the signed "Intent to Participate" document to:

Douglas Richins
WSCA Cooperative Development Director
DRichins@AMRms.com

Delaware Specific Terms and Conditions

a) **NON-PERFORMANCE**

In the event the Contractor does not fulfill its obligations under the terms and conditions of this agreement, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the Master Price Agreement and the price of open market product shall be the responsibility of the Contractor. Under no circumstances shall monies be due the Contractor in the event open market products can be obtained below contract cost. Any monies charged to the Contractor may be deducted from an open invoice

b) **ORDERING PROCEDURE:**

The Contractor is required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. All correspondence shall reference the Master Price Agreement Number. The Contractor, its subcontractor(s) or assignee(s) must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State of Delaware's option, without imposing any additional fees, costs or conditions.

c) **DELAWARE ECONOMIC IMPACT:**

Each awarded vendor shall provide an annual report of the economic impact of their operations in Delaware. This report shall be submitted before the end of the third month after the close of the vendor's fiscal year. The following basic information is required under this agreement:

- # of Delaware Locations
- # of Delaware Employees
- Taxes, licenses & Fees Paid to Delaware
 - This may be payroll, franchise, service taxes, etc.
- Major Delaware Investments/ Partnerships
 - Amount paid to Major partners or Suppliers in Delaware
 - Highlight of Delaware MWBE, Veteran, Small Business (SBA criteria) and Disabled Veteran partnerships/ supply chain
 - Rent to Delaware Locations or value of Delaware real property
 - Utility Expenses paid to Delaware utilities

The report shall be submitted to the State Point of Contact

d) **BILLING:**

The Contractor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide The Master Price Agreement Number, ship to and bill to address, contact name and phone number.

e) **FORMAL CONTRACT AND/OR PURCHASE ORDER:**

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, email, fax or State of Delaware's credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

f) TERMINATION OF P.O.'s:

Termination for Cause - If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations, or if the Contractor violates any of the covenants, agreements, or stipulations of this addendum, the State of Delaware shall have the right to terminate the P. O. by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. 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, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Participating Entity.

Termination for Convenience - The State of Delaware may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Participating Entity.

g) RIGHTS AND OBLIGATIONS:

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the term of this agreement, unless and until a valid executed purchase order has been approved by the State of Delaware Secretary of Finance, and all reasonable procedures of the State of Delaware Department of Finance have been complied with. A separate purchase order shall be issued for every project.

h) TERMINATION OF CONTRACT:

Termination for Cause - If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations under this agreement after the Contractor has been given due written notification and a thirty (30) day cure period to remedy any such failure, or if the Contractor violates any of the covenants, agreements, or stipulations of this agreement, the State of Delaware shall thereupon have the right to terminate this agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the

Contractor under this agreement shall, at the option of the Participating Entity, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Participating Entity.

Termination for Convenience - The State of Delaware may terminate this agreement at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the Participating Entity, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the Participating Entity.

i) **REMEDIES:**

Except as otherwise provided in this Participating Addendum, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Contractor arising out of, or relating to, this addendum, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

j) **CONTRACTOR EMERGENCY RESPONSE POINT OF CONTACT:**

The Contractor shall provide a manned emergency group with established emergency processes and procedures available at an 800 number that can be contacted twenty-four (24) hours a day, seven (7) days a week for response in the event of a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the State of Delaware Emergency Operations Plan.

k) **PAYMENT OF TAXES:**

The State of Delaware is tax exempt. Payments of taxes for any money received by the Contractor under this agreement shall be the Contractor's sole responsibility. If any Participating Entity authorized to purchase under this agreement is not exempt from sales, gross receipts, or local option taxes for the transaction, the Contractor shall be reimbursed by the Participating Entity to the extent of any tax liability assessed.

l) **NON-APPROPRIATION:**

In the event the General Assembly of Delaware fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State of Delaware requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

m) **SOVEREIGN IMMUNITY:**

The State of Delaware does not waive its sovereign immunity by entering into this agreement and fully retains all immunities and defenses provided by law with regard to any action based on this agreement.

n) **ANTITRUST:**

By entering into a Contract, the Contractor agrees to consider, in the Contractor's Discretion, all causes of action it may now have or hereafter acquire under the antitrust Laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the State of Delaware under said contract. For any Cause of action taken herein by Contractor, the State of Delaware, at the State of Delaware's Discretion, may participate in any such action. In the event that Contractor desires to participate in such action; the Contractor shall not oppose the State's request to join such action so long as the interests/positions of the State of Delaware are not adverse to the interests/positions on the Contractor.

o) **PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees.

p) **MANDATORY USAGE REPORTING:**

A Usage Report (Attachment A) shall be furnished on the 15th (or next business day after the 15th day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The reports (Attachment A) shall be submitted electronically in EXCEL and sent as an attachment to vendorusage@state.de.us. It shall contain the six-digit department and organization code. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 14 – Increasing Supplier Diversity Initiatives within State Government, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to report on the participation by a minority and/or women owned business (MWBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the MWBE, MWBE contact information (phone, email), type of product or service provided by MWBE and any MWBE certifications for the subcontractor (State MWBE certification, Minority Supplier Development Council, Women's Business Enterprise Council). The format used for this 2nd Tier report is found in Attachment B.

2nd tier reports (Attachment B) shall be submitted to the contracting Agency's Supplier Diversity Liaison found at http://gss.omb.delaware.gov/omwbe/docs/sdc/mwbe_liasions.xls and the OMWBE at vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of

March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

q) **DOCUMENT(S) EXECUTION:**

The awarded vendor(s) is required to complete the new **W-9** Form by visiting the Delaware Division of Accounting's Website: <http://accounting.delaware.gov>.

Monthly Usage Report

State of Delaware

Monthly Usage Report

[illegible]

Note: A copy of the Usage Report will be sent by electronic mail to the vendor

The report shall be submitted electronically in **EXCEL** and sent as an attachment to vendorusage@state.de.us. It shall contain the six-digit department and organization code for each agency and school district and the appropriate UNSPSC code. <http://www.unspsc.org/Search.asp>

