



National Association of State Procurement Officials

**INTENT TO PARTICIPATE**

**NASPO Cooperative Contracts for  
MAILING EQUIPMENT**

**Lead by the State of Arizona**

**By the State of**

**(hereinafter Participating State)**

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**I. PURPOSE:**

The purpose of this Agreement is to provide the members of the National Association of State Procurement Officials (NASPO) Cooperative with the opportunity to indicate their intent to participate in multi-state cooperative contracts for mailing equipment. These contracts are being lead by the State of Arizona. These contracts will combine the existing WSCA and NASPO contracts into a single, unified contract covering the entire range of mailing equipment and related products.

These contracts will be titled: WSCA/NASPO Mailing Equipment contracts.

**II. SCOPE OF THE CONTRACT(S)**

The Lead State is authorized by agreement of the participants to act as the procurement officer in developing multi-state cooperative contracts for mail equipment. The resulting contracts will be permissive contracts.

Administrative Fee

A NASPO administrative fee of one-half of one percent (0.5%) will be assessed centrally for purchases under the contract.

Participating State may have their administrative fee (if any) in the solicitation, if you provide documentation of your administrative fee and process for paying that fee.

Individual states may optionally add their administrative fee (if any) when the state executes its Participating Addendum.

**III. TERM OF THE CONTRACT**

The initial contract will be established for three (3) years from date of award, with renewal contract extension options for a total potential contract of five (5) years.

**IV. SOLICITATION AND CONTRACT DEVELOPMENT/ADDITIONAL INFORMATION**

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

Solicitation Publication Period

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



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**Solicitation Type and Evaluation Criteria**

This RFP will be issued and evaluated in concert with the procurement laws and rules of the Lead State 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 to this Intent to Participate.

*Annual Estimated Volume:* Please indicate your estimated annual volume of potential purchase under this proposed contract. \$1,549,873.66.

**SIGNATURE**

State of mn

Brenda Willard

**Printed Name and Title**

Brenda Willard

**Signature**

3/31/11

**Date**

Please scan and email the signed "Intent to Participate" document by XXXXXXXX to:  
WSCA/NASPO Cooperative Development Team  
Kathryn Offerdahl, WSCA/NASPO Cooperative Development Analyst  
Paul Stembler, WSCA/NASPO Cooperative Development Coordinator  
[kofferdahl@amrms.com](mailto:kofferdahl@amrms.com) or [pstembler@amrms.com](mailto:pstembler@amrms.com)



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**ATTACHED ARE SOME OF THE STANDARD TERMS AND CONDITIONS THAT ARE  
APPLICABLE TO THE STATE OF MINNESOTA ONLY.**

1. **STATE AUDITS.** (Minn. Stat. § 16C.05, Subd. 5) The books, records, documents, and accounting procedures and practices of the Contract Vendor and its employees, agents, or subcontractors relevant to the Contract or transaction must be made available and subject to examination by the contracting agency or its agents, the Legislative Auditor and/or the State Auditor for a minimum of six years after the end of the Contract or transaction.
2. **ANTITRUST.** The Contract Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with the Contract resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State.
3. **INDEMNIFICATION, HOLD HARMLESS, AND LIMITATION OF LIABILITY.** The Contract Vendor shall indemnify, protect, save and hold harmless the State, its representatives and employees, from any and all claims or causes of action, including all legal fees incurred by the State arising from the performance of the Contract by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the State's failure to fulfill its obligations pursuant to the Contract.

The State agrees that Contractor, its principals, members and employees shall not be liable to the State for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the goods provided or services performed hereunder for an aggregate amount in excess of \$10,000,000 or the contract amount, whichever is greater. This limitation of liability does not apply to damages for personal injury or death, or to Contractor's obligation to indemnify, defend and hold the State harmless against intellectual property infringement claims under paragraphs 20 of this Agreement. This indemnification does not include liabilities caused by the State's gross negligence or intentional wrong doing of the State.

4. **LAWS AND REGULATIONS LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished must comply fully with all local, State, and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Minnesota Secretary of State's Office.
5. **GOVERNMENT DATA PRACTICES.** The Contract Vendor and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the state contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State to the Contract Vendor and all data provided to the State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with this Contract that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the State. The State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the State.



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The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Contract. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Contract, the Contract Vendor shall retain responsibility under the terms of this paragraph for such work.

6. **HUMAN RIGHTS.** The Contract Vendor certifies that it will remain in compliance with Minn. Stat. § 363A.36 during the life of this Contract. The Affirmative Action Data Page must be completed.
9. **INTELLECTUAL PROPERTY INDEMNIFICATION.** The Contract Vendor warrants that any materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of the Contract will not infringe or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the State, the State shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify the State against any losses, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the State.

If such a claim has occurred, or in the Contract Vendor's opinion is likely to occur, the Contract Vendor shall either procure for the State the right to continue using the materials or products or replacements or modified materials or products. If an option satisfactory to the State is not reasonably available, the State shall return the materials or products to the Contract Vendor, upon written request of the Contract Vendor and at the Contract Vendor's expense. This remedy is in addition to any other remedy provided by law.

10. **EMPLOYEE STATUS.** By order of the Governor's Executive Order 08-01, responders MUST certify their compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify their use of the E-Verify system established by the Department of Homeland Security.

If your response to this solicitation is or could be in excess of \$50,000, you must certify that you are in compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the Contract. All subcontractor certifications must be kept on file with the Contract Vendor and made available to the state upon request.

1. Responders are in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and that the responder and all its subcontractors do not knowingly employ persons in violation of the United States immigration laws. The Contract Vendor will obtain the State of Minnesota—Immigration Status Certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and

2. The Contract Vendor and all its subcontractors will, by the date of the delivery of the product and/or performance of the services under this Contract, have implemented or are in the process of implementing the E-Verify program for all newly hired employees in the United States who will perform work on this Contract.

If the Contract Vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the US immigration laws, or haven't begun to implement the E-Verify program for all newly hired employees in support of this contract, the state reserves the right to determine what action



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it may take, including but not limited to cancelling the Contract, and/or suspending or debarring the Contract Vendor from state purchasing.