



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 Maine, (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 led 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. \$ 470,000.00 .

SIGNATURE

State of Maine

Betty M. Lamoreau, Acting Director, Bureau of General Services
Printed Name and Title

Betty M. Lamoreau
Signature

04/08/2011

Date

Please scan and email the signed "Intent to Participate" document by April 8, 2011 to:
WSCA/NASPO Cooperative Development Team
Kathryn Offerdahl, WSCA/NASPO Cooperative Development Analyst
Paul Stembler, WSCA/NASPO Cooperative Development Coordinator
kofferdahl@amrms.com or pstembler@amrms.com

State of Maine
State Specific Terms and Conditions
NASPO Mailing Equipment

In addition to the terms and conditions of the Master Price Agreement(s) [Contract(s)] for Mailing Equipment resulting from Solicitation No: ADSPO11-00000411, to be entered into between the National Association of State Procurement Officials (NASPO), acting by and through the State of Arizona and the selected Independent Contractor(s), any Participating Addendum between the State of Maine and the selected Contractor(s) will include the following terms and conditions:

1. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this contract, the Contractor agrees as follows.
 - A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during their employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include, but not be limited to, the following: employment, upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
 - C. The Contractor will send to each labor union or representative of the workers with which he has a collective or bargaining agreement, or other contract or understanding, whereby he is furnished with labor for the performances of his contract, a notice, to be provided by the contracting department or agency, advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.
 - D. The Contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.
 - E. Contractors and subcontractors with contracts in excess of \$50,000 will also pursue in good faith affirmative action programs.

2. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.
3. **STATE HELD HARMLESS** The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Contractor, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Contractor taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.
4. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.