

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Matthew Fertal From: Charles Kalil
Dept: City Manager Dept: Information Technology
Subject: LEASE AGREEMENT WITH NEOPOST USA, INC. FOR A DIGITAL MAIL MACHINE Date: August 23, 2011

OBJECTIVE

The purpose of this report is to request that the City Council approve the attached agreement with Neopost USA Inc. to lease a digital mail machine.

BACKGROUND

The City processes much of its outgoing mail through the use of an automated mail machine. The machine weighs the mail, calculates the postage and prints a "stamp" on each envelope. Our current mail machine lease ends November 3, 2011. The buy out cost to keep the current machine at the end of the lease is \$12,000.

DISCUSSION

Based on Staff research, there are only two vendors that sell digital mail machines that meet all of the City's requirements. Staff has received and thoroughly reviewed the following competitive quotations from the vendors.

Vendor/Model	Lease Terms	Total Lease Cost	Average Monthly Cost
Neopost IM6000	\$349/mo for first 12 months \$679/mo for 51 months	\$38,817	\$616
Pitney-Bowes Connect+ 3000	\$745/mo for 60 months	\$44,700	\$745

These machines are designed to process the volume of mail that the City generates; a requirement of more than 160 letters per minute. The software on these machines is capable of tracking a large number of accounts so that postage expenses can be allocated appropriately. It also provides the information in a format that allows for easy integration with the City's accounting system. In addition to the mail machine, the quotations include a static scale and postage label printer for packages and envelopes that are too large to pass through the machine. Training, rate updates, and maintenance for the life of the lease are also included.

There are only two viable vendors in the high performance mail machine market. Staff solicited competitive quotations from both of these vendors. In this case, it is proposed that the formal bid process be waived because bids were provided under the state WSCA pricing contract and that the most cost effective proposal be chosen.

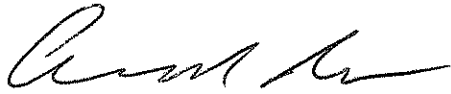
FINANCIAL IMPACT

The cost of leasing a digital mail machine is \$38,817.00 from the City's General Fund and is included in the 2011 - 2012 budget.

RECOMMENDATION

It is recommended that the City Council:

- Approve an agreement with Neopost USA, Inc., and its affiliates MailFinance and Priority Mailing Systems, to lease one (1) Neopost IM6000 digital mail machine including support and service in the firm fixed price of \$38,817.00 for 63 months; and
- Authorize the City Manager to execute the purchase agreement on behalf of the City of Garden Grove.



CHARLES KALIL / ANAND RAO
Information Technology Director



By: Keith Winston
Senior Systems Analyst

Attachment 1: Mail Machine Proposals
Attachment 2: Purchase Agreement

Recommended for Approval



Matthew Fertal
City Manager

Mail Machine proposals

Taxes NOT included
 Third party pre-sort NOT included
 Pitney Bowes color cartridges NOT included

	Pitney Bowes	Neopost
Mail Machine	Connect+ 3000 WOW	IM6000
Letters/min (batch/dynamic)	165/105	300/140
External scale	30 lb	70 lb
E-certified mail	Yes, barcode	Yes, web form
Color graphics	Yes	No
Power stacker	Yes	Yes
WSCA 60 mo lease/ \$1 buyout	Yes	Yes
Lease rate/mo	\$745	\$679 (\$349 1st year)
Rate updates	included (6/year)	included
Maintenance	included	included
Annual Lease Sub-total	\$8,940	\$8,148
Consumables (annual)		
Roll tape (15/year)	\$780	\$570
Print heads (3/year)	\$270	\$770
Sealing fluid	\$480	\$0
First year lease savings	\$0	-\$3,960
Annual Cost First Year	\$10,470	\$5,528
Annual Cost After First Year	\$10,470	\$9,488

LEASE AGREEMENT
(Neopost USA and its Affiliates (MailFinance and Priority Mailing Systems))

THIS AGREEMENT is made this _____ day of _____, 2011, by the City OF GARDEN GROVE, a municipal corporation ("City") and Neopost USA, Inc. and its Affiliates (MailFinance and Priority Mailing Systems) ("Contractor").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove City Council authorization, dated _____.
2. City desires to utilize the services of Contractor to provide mailing equipment and related services, in accordance with the specifications outlined in this Agreement.
3. The services, equipment and prices provided by Contractor to City are in accordance with the services, equipment and the prices provided by Contractor in its successful public bid to the Western States Contracting Alliance ("WSCA"). Contractor agrees to honor the same pricing schedule Contractor that was originally submitted to the State of Arizona, a member of the WSCA, for the services outlined in this Agreement. The same pricing schedule was subsequently adopted by the Procurement Division of the State of California's Department of General Services. A copy of the WSCA Master Price Agreement, Contract Number EPS050076-A2-3 ("Master Price Agreement"), is attached as Attachment A and incorporated herein by reference.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement.** The term of this Agreement shall be until all items required pursuant to this Agreement are completed.
2. **Services to be Provided.** The services to be performed and equipment to be provided by Contractor consist of (i) leasing and delivering the mail machine and other related items outlined in the proposal and quote attached as Attachment B and incorporated herein by reference ("Quote") and (ii) performing services that are in accordance with the services set forth in the Master Price Agreement and Quote. The services include, but is not limited to, the following:
 - 2.1 **Lease of Equipment.** Contractor shall lease to the City the equipment identified in Attachment B ("Equipment") for a term of sixty-three (63) months.

2.2 Delivery of Equipment. Contractor shall arrange for delivery of the Equipment, free on board, within 45 days from the date of the approval of the Agreement.

2.3 Warranty. Contractor warrants that all Equipment shall be merchantable, fit for their intended purposes, and free from defects in material and workmanship.

2.4 Maintenance. Contractor shall also maintain all Equipment in workable condition for the term of this Agreement, at no extra cost, as outlined in the Quote.

2.5 Installation. Contractor shall, after delivery of the Equipment, perform installation of the Equipment to the City's satisfaction.

2.6 Training. Contractor shall, after delivery of the Equipment, schedule with the City and perform all training related to the use of the Equipment to the City's satisfaction.

3. **Compensation.** Total compensation for the Term of this Agreement shall not exceed Thirty Eight Thousand Eight Hundred Seventeen Dollars (\$38,817.00).

3.1 Invoices. Contractor shall submit quarterly invoices to the City, as outlined in the Quote. City shall pay properly submitted, undisputed notices not more than forty-five (45) days after the receipt of a properly submitted and undisputed invoice. If Contractor desires to change the periodic invoicing from a quarter-based schedule to a monthly-based schedule, Contractor shall make this request in writing to the City. City may accept or reject Contractor's request at City's sole discretion.

3.2 Option to Purchase. At the end of the sixty-three (63) month leasing period, the City shall have the option to purchase the Equipment for One Dollar (\$1.00).

4. **Insurance Requirements.**

4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.

4.2 WORKERS COMPENSATION INSURANCE. For the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.

4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:

- (a) Commercial general liability in an amount not less than \$1,000,000 per occurrence; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (b) Automobile liability in an amount not less than \$1,000,000 combined single limit; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall by excess of the CONTRACTOR's insurance and shall not contribute with it.

- 5. **Non-Liability of Officials and Employees of the City.** No official or employee of City shall be personally liable to Contractor in the event of any default or breach by City, or for any amount, which may become due to Contractor.
- 6. **Non-Discrimination.** Contractor covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, in any activity pursuant to this Agreement.

7. **Independent Contractor.** The parties agree that Contractor shall act and be an independent Contractor and not an agent or employee of City, and shall obtain no rights to any benefits which accrue to City's employees.
8. **Compliance With Law.** Contractor shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government.
9. **Disclosure of Documents.** All documents or other information developed or received by Contractor are confidential and shall not be disclosed without authorization by City, unless disclosure is required by law.
10. **Product Affiliation or Endorsement.** Contractors are expressly prohibited from producing any advertisement or endorsement that refers to the City as a user of a product, material or service of the Contractor or any subcontractor, material supplier, vendor or manufacturer, without a written agreement from the City Council or its designee. However, this rule does not preclude a Contractor from identifying the City as a reference or as a former client in proposals for work submitted to other corporate, government or other legal entities.
11. **Ownership of Work Product.** All documents, data, or other information developed or received by Contractor shall be the property of City. Contractor shall provide City with copies of these items upon demand or upon termination of this Agreement.
12. **Conflict of Interest and Reporting.** Contractor shall at all times avoid conflict of interest or appearance of conflict of interest in the performance of this Agreement.
13. **Notices.** All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - (a) Address of Contractor is as follows:
 Neopost USA, Inc. and its Affiliates (MailFinance
 and Priority Mailing Systems)
 478 Wheelers Farm Road PO Box 45850
 Milford, CT 06461 San Francisco, CA 94145
 - (b) Address of City is as follows (with a copy to):

City Clerk	City Attorney
City of Garden Grove	City of Garden Grove
11122 Acacia Parkway	11122 Acacia Parkway
Garden Grove, CA 92840	Garden Grove, CA 92840
14. **Contractor's Proposal.** Contractor shall be bound by all the terms, conditions and specifications set forth in Contractor's submittal in the Master

Price Agreement. In the event of any inconsistency between the terms of Contractor's submittal and this Agreement, this Agreement shall govern.

15. **Licenses, Permits and Fees.** At its sole expense, Contractor shall obtain a **Garden Grove Business License**, all permits and licenses as may be required by this Agreement.
16. **Familiarity With Work.** By executing this Agreement, Contractor warrants that: (i) it has investigated the work to be performed; and (ii) it understands the facilities, difficulties and restrictions of the work under this Agreement.
17. **Time of Essence.** Time is of the essence in the performance of this Agreement.
18. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for City to enter into this Agreement. Contractor shall not contract with any other entity to perform the services required without written approval of the City. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of City. If Contractor is permitted to subcontract any part of this Agreement, Contractor shall be responsible to City for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and City. All persons engaged in the work will be considered employees of Contractor. City will deal directly with and will make all payments to Contractor.
19. **Authority to Execute and Terminate.** The persons executing this Agreement on behalf of the Contractor warrants that they are duly authorized to execute this Agreement and that by executing this Agreement, the Contractor is formally bound. This Agreement may be terminated as set forth herein, and City may terminate this Agreement without cause by providing Contractor thirty (30) days written notice of termination, provided that termination without cause shall not take effect unless and until the termination is approved by the City's City Council or its designee.
20. **Indemnification.** Contractor agrees to protect, defend and hold harmless City and its elective or appointive boards, officers, agents and employees from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by Contractor, Contractor's agents, officers, employees, subcontractors or independent contractor(s) hired by Contractor. The only exception to Contractor's responsibility to protect, defend and hold harmless City is due to the sole negligence of City, or any of its elective or appointive boards, officers, agents or employees. This hold harmless agreement shall apply to all liability regardless of whether any insurance

policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor.

21. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by City and Contractor.
22. **Scope of Agreement.** During the term of this Agreement, Contractor will provide to the City the products and services described in Attachment A in accordance with the terms and conditions set forth herein, and the terms and conditions of any other documents referenced in or incorporated into these terms and conditions.
23. **Change Orders.** City may request changes to the work required to be performed or the addition of products by Contractor by providing Contractor written notice of such changes ("Change Order") or constructive changes may require the initiation of the change order process by Contractor. In either event, Contractor shall implement the required changes immediately following negotiations on Change Order pricing and terms.
24. **Delivery Orders.** City may request, and Contractor may propose, the addition of equipment and/or services under this Agreement. Such additional equipment and/or services may be obtained via Delivery Orders in a manner consistent with the Change Order mechanism stated in Section 23.
25. **Rules and Regulations.** The employees of City and Contractor shall obey all pertinent rules and regulations of the other party while on the premises of the other party, including those relating to the safeguarding of confidential or proprietary information.
26. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the City and Contractor.
27. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any legal action commenced concerning this Agreement shall be filed and maintained in the Orange County Superior Court.
28. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties.
29. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.
30. **Default and Termination.** Failure or delay by any party to perform any term or provision of this Agreement constitutes a default under this Agreement. The party who so fails or delays must immediately commence to cure, correct

or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

"City"
CITY OF GARDEN GROVE

By: _____
City Manager

Dated: _____, 2011

"Contractor"
Neopost USA, Inc. and its Affiliates
(MailFinance and Priority Mailing
Systems)

By: *[Signature]*

Title: Director, Government

Dated: 8/3, 2011

Tax ID No.: 94-2388882

If Contractor is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to City.

ATTEST

City Clerk

Dated: _____, 2011

APPROVED AS TO FORM:

[Signature]
City Attorney

Dated: 8/11, 2011

ATTACHMENT A
(MASTER PRICE AGREEMENT)



Department of General Services
 Procurement Division
 707 Third Street, 2nd Floor
 West Sacramento, CA 95605-2811

State of California
Western States Contracting Alliance
Master Price Agreement
User Instructions
 (Incorporates Supplement #1-7)

CONTRACT NUMBERS:	VARIOUS
CONTRACTOR(S):	VARIOUS
PRODUCTS/SERVICES:	WSCA MAILING EQUIPMENT AND MAINTENANCE
CONTRACT TERM:	VARIOUS through 9/08/2011
DISTRIBUTION LIST:	POSTED ELECTRONICALLY ON DGS/PD/WSCA INTERNET WEB PAGE

The most current User Guide and California General Provisions, products and/or services and pricing are included herein. All purchase orders issued under this contract incorporate the following User Guide and California General Provisions.

1. OVERVIEW

The purpose of this WSCA Master Price Agreement is to provide a purchasing vehicle for Mailing Equipment and Maintenance for all State Agencies and local government agencies, which is any city, county, district or other governmental body empowered to spend public funds per California Public Contract Code Section 10299.

While the State of California makes this WSCA Master Price Agreement available to local governmental agencies, each local agency should make its own determination of whether using this WSCA Master Price Agreement is consistent with its procurement policies and regulations.

 Susan Chan, Manager, Multiple Award Program

4/25/2011
 Effective Date

**WESTERN STATES CONTRACTING ALLIANCE (WSCA)
MAILING EQUIPMENT AND MAINTENANCE
USER INSTRUCTIONS**

American Recovery and Reinvestment Act (ARRA) - Supplemental Terms and Conditions

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this leveraged procurement agreement.

Click here to access the [ARRA Supplemental Terms and Conditions](#)

Note: Additional information regarding ARRA is available by clicking here to access the email broadcast dated 08/10/09, titled [Supplemental Terms and Conditions for Contracts Funded by the American Recovery and Reinvestment Act](#)

Leasing:

Funding to purchase or lease products available under this contract may be available to State agencies via the GS \$Mart (purchases) or Lease \$Mart program. For small dollar transactions where GS \$Mart or Lease \$Mart isn't available, local agencies are able to take advantage of leasing options in the original (State of Arizona) contract.

1. STATE OF CALIFORNIA, PROCUREMENT DIVISION, CONTACT

Department of General Services, Procurement Division
Multiple Award Program - WSCA
P.O. Box 989052, MS 2-202
West Sacramento, CA 95798-9052

Contact: Cynthia Okoroike
Phone: 916/375-4389
Fax: 916/375-4663
E-Mail: cynthia.okoroike@dgs.ca.gov

2. WSCA CONTRACT INFORMATION

See Attachment A for list of awarded contract(s) and contract Terms and Conditions.

3. WSCA BASE CONTRACT

These WSCA contracts are based on some or all of the products and/or services and prices from the WSCA Mailing Equipment and Maintenance State of Arizona contracts listed below:

- Neopost, Inc. # ESP050076-A2-3
- Pitney Bowes, Inc. # ESP050076-A2-2

A copy of the actual WSCA Master Price Agreement is available on the Internet at:

<https://www.spirit.az.gov/Applications/SPIRIT/SR.nsf>

4. CONTRACT TERM

The contract term for the California Participating Addendum is various through 9/08/2011.

**WESTERN STATES CONTRACTING ALLIANCE (WSCA)
MAILING EQUIPMENT AND MAINTENANCE
USER INSTRUCTIONS**

Order placement and contract execution shall be on or before the expiration date of the WSCA. Delivery of the services requested must be completed within one (1) year after the WSCA expiration date

6. CERTIFICATION

A signed certification of compliance with state information technology policies is required for all information technology procurements that cost \$100,000 or more and are in support of a development effort (SAM Section 4819.41). Development is defined in SAM Section 4819.2 as "Activities or costs associated with the analysis, design, programming, staff training, data conversion, acquisition and implementation of new information technology applications." Procurements of hardware, software and services (including interagency agreements) are included in this requirement. Acquisition of telecommunications equipment used exclusively for voice does not apply.

A certification is not required for:

1. Procurements for less than \$100,000;
2. Procurements limited only to maintenance services;
3. Procurements in support of previously approved efforts. See SAM Section 4819.40;
4. Procurement of services to conduct a feasibility study, provided the services are limited to supporting or conducting the feasibility study and/or preparing the feasibility study report (SAM Sections 4927 and 4928); or
5. Procurements of/excluded activities as described in SAM Section 4819.32.

7. GUIDELINES/RULES

- a. Ordering state agencies must follow all applicable state mandated guidelines, e.g., State Administrative Manual, Management Memos, Agency Directives, California Acquisition Manual and California Codes.
- b. State and local government agency use of WSCA contracts is optional. A local government is any city, county, city and county, district or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges, that is empowered to expend public funds. While the state makes this contract available, each local government agency should make its own determination whether the WSCA program is consistent with its procurement policies and regulations.

8. DOLLAR THRESHHOLDS (Local Governments are Exempt)

- WSCA Program Limitation: \$500,000.

All orders are subject to the most current Management Memo (Currently MM 08-05 including supplements, or whichever Management Memo is in effect at the time a purchase order is issued.) Go to DGS/PD web site www.dgs.ca.gov/pd to obtain a copy of the most current Management Memo

- For all orders under this contract, the ordering agency is not required to obtain three quotes.
- Exempt entities are not subject to these order limits.

9. PRICING

Agencies should contact the contractor to see if there is a large quantity discount available. Additionally, educational discounts may be available for educational entities. Please contact the contractor for additional information. See Attachment A for pricing.

**WESTERN STATES CONTRACTING ALLIANCE (WSCA)
MAILING EQUIPMENT AND MAINTENANCE
USER INSTRUCTIONS**

10. EXECUTING THE PURCHASE ORDER

THE WSCA/STATE OF CALIFORNIA CONTRACT NUMBER MUST BE SHOWN ON THE PURCHASE ORDER.

State agencies shall use a Contract/Delegation Purchase Order (Std. 65) for purchases and services.

Local governments shall, in lieu of the State's Purchase Order (Std. 65), use their own purchase order document.

Electronic copies of the State Standard Forms can be found at the Office of State Publishing web site: <http://www.dgs.ca.gov/osp> (select Standard Forms). The site provides information on the various forms and use with the Adobe Acrobat Reader. Beyond the Reader capabilities, Adobe Acrobat advanced features may be utilized if you have Adobe Business Tools or Adobe Acrobat 4.0 installed on your computer. Direct link to the Standard Form 65: <http://www.osp.dgs.ca.gov/pdf/std065.pdf>

The ordering agency defines the project scope to determine which goods and related services are needed, and checks the electronic catalog for pricing. Then the ordering state agency completes a Form 65 (Contract/Delegation Purchase Order), including all pertinent information for each individual order issued against the Agreement and sends the Form 65 to the selected Contractor. NOTE: CAL-Card (procurement card; i.e. visa) orders are also accepted.

As a hard copy catalog is not available, you must print a copy of the contract terms and conditions, the Participating Addendum, and a copy of the e-quote from your order and retain this in your files. It is not necessary to provide a copy of each page to DGS. Additionally, it is not the contractor's responsibility to provide this information to you.

11. ON-LINE ORDERING

Contact the supplier representative to discuss setting up an online ordering website for your agency. State agencies must still provide a copy of the ordering document to the Department of General Services, Procurement Division. If using a CAL-Card, a copy of the on-line order acknowledgement must be sent in place of the ordering document. **THE AGENCY BILLING CODE MUST BE INCLUDED ON EITHER DOCUMENT (Local Governments are Exempt).**

12. PURCHASE ORDER DISTRIBUTION

For state agencies, copies of the STD. 65 with original signatures, or if using the CAL-Card, copies of the order acknowledgement, must be sent to the Contractor, State Controller and Department of General Services, Procurement Division. For local agencies, copies of purchase orders are not required.

Department of General Services
Procurement Division
Data Entry Unit-Second Floor North
P.O. Box 989052
West Sacramento, CA 95798-9052
IMS: Z-1

State Controller's Office
3301 C Street, Room 404
Sacramento, CA 95814
Attn: Audit Unit

**WESTERN STATES CONTRACTING ALLIANCE (WSCA)
MAILING EQUIPMENT AND MAINTENANCE
USER INSTRUCTIONS**

13. PAYMENTS AND INVOICES

a. Payment Terms

See **WSCA Supplier Contract Information** (Attachment A) for Payment Terms.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

Local government agencies may make payments according to their statutory requirements.

b. Payee Data Record (Std. 204)

Each state accounting office must have a copy of the attached Payee Data Record (Std. 204) in order to process payment of invoices. Agencies should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed.

14. ELECTRONIC WASTE RECYCLING

The Electronic Waste Recycling Act of 2003 requires retailers to collect a recycling fee from consumers on covered electronic devices starting January 1, 2005. California Public Resources Code, Section 42463(f) defines a "covered electronic device" as a video display device containing a screen greater than four inches measured diagonally. See the code identified above for more information and exceptions to this definition.

The Integrated Waste Management Board is implementing this new legislation, and the Board of Equalization is responsible for collecting these recycling fees from retailers. See the following two websites for more information on this topic:

<http://www.ciwmb.ca.gov/Electronics/Act2003/>

<http://www.boe.ca.gov/sptaxprog/ewaste.htm>

The electronic waste recycling fee must be shown as a line item on the agency purchase order before the Contractor can include it on their invoice.

15. TERMINATION

Any State or Local agency may terminate any order against this agreement upon 30 days notice provided the products or services have not already been accepted. This does not affect the termination clause of the WSCA Master Price Agreement concerning failure to perform or upon mutual consent.

16. DGS ADMINISTRATIVE FEE

The agency will not be charged the DGS Administrative fee and agencies will not be invoiced by the contractor for the use of this contract.

**WESTERN STATES CONTRACTING ALLIANCE (WSCA)
MAILING EQUIPMENT AND MAINTENANCE
USER INSTRUCTIONS**

ATTACHMENT A

WSCA CONTRACT ORDERING INFORMATION

ATTACHMENT A

WSCA CONTRACT ORDERING INFORMATION

Contractor Name	NEOPOST, INC.
Contract Number	EPS050076-A2-3
Contract Term Dates	3/17/2006 through 9/8/2011
WSCA Master Agreement	https://procure.az.gov/bso/external/purchaseorder/poSummary.sdo?docId=EPS050076-A2-3-A9&releaseNbr=0
CA General Provisions	http://www.pd.dgs.ca.gov/wscawscamailing.htm
CA Participating Addendum	http://www.pd.dgs.ca.gov/wscawscamailing.htm
Ordering Address	478 Wheelers Farm Rd Milford, CT 06461
Primary Contact	Christine Nixon
Phone	203/301-3837
Fax	510/880-8800
Email	government@neopost.com
Secondary Contact	Stacey Graham
Phone	713/690-0635
Fax	510/880-8800
Email	government@neopost.com
Remit to Address:	NEOPOST USA P.O.Box 45800 San Francisco, CA 94145
Pricing (Website) Category Warranty Delivery Shipping Freight	Go to https://procure.az.gov/bso/external/purchaseorder/poSummary.sdo?docId=EPS050076-A2-3-A9&releaseNbr=0 , click on the search bar that is on the left. Select contract from the drop down menu and enter contract number EPS050076 in the text search field. The links will take you into the individual contracts along with the attached documents with pricing and descriptions.
Contractor Ownership Information	Neopost, Inc. is a large business enterprise.
Payment Terms	Net 45 days
FEIN	94-2388882
California Seller's Permit	Neopost, Inc.'s California Seller's Permit No. is 21686444. Agencies can verify that this permit is still valid at the following website: www.boe.ca.gov .

**WESTERN STATES CONTRACTING ALLIANCE (WSCA)
MAILING EQUIPMENT AND MAINTENANCE
USER INSTRUCTIONS**

CAL-Card Accepted	Neopost, Inc. accepts the State of California credit card (CAL-Card). A Purchasing Authority Purchase Order (Std. 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card.
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ATTACHMENT A

WSCA CONTRACT ORDERING INFORMATION

Contractor Name	PITNEY BOWES, INC.
Contract Number	EPS050076-A2-2
Contract Term Dates	3/17/2006 through 9/8/2011
WSCA Master Agreement	https://procure.az.gov/bs0/external/purchaseorder/poSummary.sdo?docId=EPS050076-A2-2-A16&releaseNbr=0
CA General Provisions	http://www.pd.dgs.ca.gov/wscawscamailing.htm
CA Participating Addendum	http://www.pd.dgs.ca.gov/wscawscamailing.htm
Ordering Address	3775 N. Freeway Blvd., Suite 100 Sacramento, CA 95834-1926
Primary Contact	John Fitzpatrick
Phone	916/320-4076
Email	John.fitzpatrick@pb.com
Secondary Contact	Stephen Hart
Phone	916/214-4229
Email	Stephen.hart@pb.com
Fax	N/A
Pricing (Website) Category Warranty Delivery Shipping Freight	Go to https://procure.az.gov/bs0/external/purchaseorder/poSummary.sdo?docId=EPS050076-A2-2-A16&releaseNbr=0 , click on the search bar that is on the left. Select contract from the drop down menu and enter contract number EPS050076 in the text search field. The links will take you into the individual contracts along with the attached documents with pricing and descriptions.
Contractor Ownership Information	Pitney Bowes, Inc. is a large business enterprise.
Payment Terms	Net 45 days
FEIN	06-0495050
California Seller's Permit	Pitney Bowes, Inc.'s California Seller's Permit No. is 98005500. Agencies can verify that this permit is still valid at the following website: www.boe.ca.gov .

**WESTERN STATES CONTRACTING ALLIANCE (WSCA)
MAILING EQUIPMENT AND MAINTENANCE
USER INSTRUCTIONS**

CAL-Card Accepted	Pitney Bowes, Inc. accepts the State of California credit card (CAL-Card). A Purchasing Authority Purchase Order (Std. 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card.
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Contract

Solicitation # EPS050076-A2

Document Information

Type:	Supplier	Amendment:	Yes	Amend #:	8
Requisition #:	ADSM-6CHTHQ	Solicitation #:	EPS050076-A2	Contract #:	EPS050076-A2-3-A8
PO Assigned:	LeAnn Wong/ADSM-5KAM9N	Date Completed:	03/11/2009	PA Assigned:	James Scarboro/ADSM-5KAM9N
PM Assigned:	James Scarboro/ADSM-5KAM9N	Proposal #:	ADSM-6FRSBF	Type:	Statewide
Supplier Name:	Neopost	Status:	Complete	External Contract:	
Gov't Entity:	Arizona State Procurement Office				
Process Status:	Complete				
Total/Not to Exceed	0				
Cost:					

Contract Information

NOTE: As a State Agency, you are only allowed to use contracts that are either Statewide Contracts or contracts that are assigned to your Agency. You are not allowed to use other Agency Contracts.

Start Date:	11/9/08	End Date:	11/8/09
Term:	1 Year(s)	FOB:	Destination
Payment Terms:	30	Delivery:	30A.R.O. Days
Contract Extension Allowed		Max Extension:	4 Year(s)

Amendment Information

Amendment #8

Administrative Fee

Upon written notice from the Procurement Officer, the Contractor shall begin assessing administrative fees in the amount of one percent (1%) of all sales occurring under the contract, not including taxes, to members of the State Purchasing Cooperative. An updated list of State Purchasing Cooperative members may be found at the following URL:
<http://azdoa.gov/spo/agency-resources/az-purchasing-coop/arizona-purchasing-cooperative>. At its option, the State may expand the applicability of this fee. Contractor shall not assess the administrative fee in the form of a line item in their invoices. Rather, the Contractor shall include the amount of the administrative fee in their unit prices for all products and services available under the contract. All administrative fees shall be remitted to the State Procurement Office, at 100 N. 15th Avenue, Suite 104 Phoenix, AZ 85007, no later than thirty (30) days following the end of the calendar quarter in which the fee was assessed. Calendar quarters shall include the months of January through March, April through June, July through September, and October through December. Contractor's failure to collect or remit administrative fees in a timely manner may result in the State exercising any recourse available under the contract or as provided for by law.

All other terms and conditions remain the same.

Amendment #7

The file "Neopost WSCA Product and Price Catalog- February 2009.pdf" has been added.

All other terms and conditions remain the same.

AMENDMENT#6

1. In accordance with Special Terms and Condition, Contract Extension, the Contract is hereby extended an additional year through November 8, 2009.
2. The file "PA - STATE OF MONTANA_NEOPOST.pdf" has been added to the attachment file "PAs by State_Neopost.zip".

All other terms and conditions remain unchanged.

AMENDMENT #5

New product and price catalogs "Neopost Supplies Catalog 2008 - Effective July 2, 2008.pdf" and "Neopost WSCA Product and Price Catalog 2008 - Effective July 2, 2008.pdf" have been added.

All other terms and conditions remain unchanged.

AMENDMENT #4

In accordance with Special Terms and Condition, Contract Extension, the Contract is hereby extended an additional year through November 8, 2008.

All other terms and conditions remain unchanged.

AMENDMENT #3

In accordance with the Uniform Terms and Conditions, the Contract is hereby changed as follows:

- 1) Current WSCA catalog can be found in attachment "Master WSCA catalog 6-14-07"
- 2) Previous catalog info can be found in attachment "Previous WSCA Catalogs"
- 3) Updates and changes to the WSCA catalog are outlined in the attachment "Updates and Changes Document 6-14-07"

All other terms and conditions remain unchanged.

AMENDMENT #2

In accordance with the Uniform Terms and Conditions, 1.3 Contract Amendments, the Contract is hereby changed as follows:

1) Special Terms and Condition, Contract Extension, now reads.
Contract shall have an initial term of one (1) year, with subsequent Contract extensions available such that the initial term and all subsequent Contract extensions do not exceed an aggregate term of five (5) years. Contract extensions shall be issued bi-laterally through the a Contract Amendment.

2) In accordance with Special Terms and Condition, Contract Extension, the Contract is hereby extended an additional year through November 8, 2007.

All other terms and conditions remain unchanged.

AMENDMENT #1:

Entities seeking to purchase mailing equipment or maintenance, outside of the State of Arizona, must complete a participating addendum. The State's Participating Addendum (PA) and the WSCA Master Price Agreement (MPA), Contract #EPS050076-A2 (administered by the State of Arizona), together with its exhibits, shall constitute the entire agreement between the respective State Entity and the Contractor.

Contract Reassignment: [REDACTED]

N/A

Contractor Amendment Approval: [REDACTED]

Contract Amendment approved by Larry Waters/000000177 (3/9/09 12:41:01)

Solicitation Information

Title: Mailing Equipment & Maintenance
 Description: Mailing Equipment & Maintenance
 Type: RFP

Special Instructions

Brand Name

Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any supplier but is only enumerated in order to advise potential offerors of the requirements of the state. Any offer which proposes like quality, design or performance will be considered.

Catalog/Price List Electronic Version, Submit with Proposal

1. For the purpose of this solicitation, an established catalog price means the price included in a catalog, price list, schedule or other form that: is regularly maintained by a manufacturer, distributor or contractor. is either published or otherwise available for inspection by customers. is one that states 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.

2. Offeror(s) are to submit with their proposal, electronic versions of the catalog/price lists being offered in either of the following formats (see special terms and conditions section for additional electronic catalog/price list requirements).

2.1. Internet versions available through a Universal Resource Locator (URL) link, or;

2.2. As a Portable Document Format (pdf) file.

3. Such catalog/price lists shall:

3.1. Contain a comprehensive selection of products from individual manufacturers within an established solicitation group.

3.2. Be those that contain prices that are the basis for those discount (percents %) from list price (DLP) offered and accepted by the State (see catalog/price list discount section).

3.2.1. Although not required to be submitted with the offer, hard copy catalog/price lists copy catalogs shall be made available upon request.

4. Failure to submit electronic copies of catalog/price lists being offered with the proposal may result in the proposal being not susceptible for award.

5. Upon award of a contract(s), the State Procurement Office, at its sole discretion, may maintain the contractor's electronic catalog/price list data or provide electronic links to it through our SPIRIT web-site. Regardless of the number and types of links to the contractor's electronic catalog/price list, the contractor shall ensure that customers are able to access one, and only one, version of contracted catalog/price list. Upon award and during the term of the contract the contractor shall not alter, modify or update either the electronic or hard copy versions of the catalog/price list without prior approval by the State.

Current Products

All products offered in response to this solicitation shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

Delivery (Offeror Response)

Delivery is an important consideration and will be a factor in the determination of an award. Therefore, delivery time after receipt of an order must be stated in definite terms. Should there be any variations in delivery time by item, offers must be clear in regard to those variations.

Electronic Ordering Systems Option

Offeror(s) are encouraged to offer electronic ordering systems to all eligible agencies. These are systems that provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking and reporting available through a contractor's Electronic Data Interchange (EDI) system or secured internet/web portal. 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 eligible agency and all cost associated with set-up, maintenance and support shall be borne by the contractor.

Those electing to offer an electronic ordering system to the State shall affirm by entering Yes in the appropriate solicitation questionnaire section entitled Electronic Ordering Systems Option.

Additionally, knowing that the implementation and management of electronic ordering systems result in lower administrative costs for both the supplier as well as the state we also request that the bidder(s) offer any additional discount (percent %) from list price for those eligible agencies who may implement this option. Those offering the additional discount (percent %) from list price shall do so by completing the solicitation questionnaire section entitled Electronic Ordering Systems Option.

Participation is optional, therefore will not be used in the State's bid evaluation process.

Eligible Agencies (Statewide)

Any contract resulting from this solicitation 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 any resultant contract, a university, political subdivision, or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes 41-2632.

Estimated Quantities (Considerable)

The state anticipates considerable activity under contract(s) 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 the contractor. The quantities reflected on the solicitation price sheet areas are annual estimates only.

Evaluation

In accordance with the Arizona Procurement Code 41-2534, Competitive Sealed Proposals, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

1. Diversity of Products Offered
2. Methodology and Approach
3. Conformity to all Terms, Conditions and Instructions
4. Cost

Inclusive Offeror(s)

Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontracts for a percentage of deliveries made under any subsequent contract. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

Offeror Status

1. Offerors should declare their status as one or more of the following along with providing all applicable United States Environmental Protection Agency, State, Local Identification numbers. This is to be done by completing the appropriate areas of the solicitation questionnaire section of entitled offeror status.

1.1. Transporter; A company that picks up used oil from all sources and delivers them to re-refiners, processors, or burners.

1.2. Re-refiner/Processor; A company that blends or removes impurities from used oil so that it can be burned for energy recovery or reused.

1.3. Burner; A company that burns used oil for energy recovery in boilers, industrial furnaces, or in hazardous waste incinerators.

1.4. Recycler: A company that recycles spent antifreeze.

2. The State reserves the right, at its sole option to verify declarations through independent means or request additional information from the offeror(s).

2.1. Request for additional information may include, but may not be limited to:

2.2. Submission of all applicable documents verifying identification numbers, licenses, etc.

2.3. Offerors shall have 5 days, from the date of notice, to respond to the States request.

3. Failure to compete and submit solicitation questionnaire section entitled offeror status or failure to provide the State with an adequate response to a request for additional information within the stated timeframe may result in the bid being deemed non-responsive. Additionally, any information found to be made in error or false shall result in the immediate rejection of the bid.

Pricing

Discount percentages and/or monetary (dollar) amounts to be deducted or charged to each ordering agency shall be listed by the offeror. These discounts and monetary amounts shall be applied to publishers' list prices. A range of discounts and monetary amounts may be offered; however, the offeror must identify, where possible, each specific discount within range and where or how it is to be applied. The publishers' list prices shall be the current prices as published and distributed to the trade by the publishers. List prices may be found in Books in Print, and/or Forthcoming Books, Publishers Trade List Annual, or the publisher's catalog less any applicable Publisher's Freight-Pass-Through (FTP) discount. Discount shall not decrease during the term of the contract. 'Monetary' is defined as 'Net Handling Charges' and 'Services'.

Product Groups/Established Catalog/Price List

The resultant contract shall cover a full range of products, product accessories and options as contained in specific product manufacturers established catalog/price lists for the groups specified. FULL RANGE meaning those products (of various sizes, quality levels, production series, etc. and their related options/accessories) that are within a specific product group and that are contained in specific product manufacturers established catalog/price lists.

For the purpose of this solicitation, an established catalog/price list means the price included in a catalog, price list, schedule or other form that is regularly maintained by a manufacturer, is either published or otherwise available for inspection by customers, that states 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.

Proposals: SPIRIT Submission Requirement

In accordance with the Uniform Instructions 3.1, Forms: No Facsimile, Telegraphic or Electronic Mail Offers; proposals to this solicitation shall be submitted in an acceptable electronic format, as described herein, using the State's online eProcurement application SPIRIT. Submission of offers by means other than the SPIRIT 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.

References

Offeror(s) should submit a list of three business references including business name, address, contact name and telephone numbers in the appropriate area of the solicitation. In-state and/or government references are preferred. Failure to submit this information with the bid may result in the bid being considered non responsive.

Single Bulk Purchase Option

Offeror(s) are urged to offer additional discounts (percent %) from list price to customers for stand-alone single bulk purchases. Those offering additional discounts shall do so by completing complete the solicitation questionnaire section entitled Quantity Discount Option. Participation is optional, therefore will not be used in the State's bid evaluation process.

Special Educational Purchase Option

Offeror(s) are urged to offer additional discount (percent %) from list price to qualifying special educational institutions (e.g. K-12, Colleges and Universities). Those offering additional discounts shall do so by completing the solicitation questionnaire section entitled Special Educational Discount Option. Participation is optional, therefore will not be used in the State's bid evaluation process.

State of Arizona Purchasing Card (P Card) Program Option

The State of Arizona has implemented a purchasing card program. Participating contractors may receive payments from State agencies via this purchasing card program in the same manner as other credit card type purchases. Offeror(s) should consult with their servicing bank to discuss this program and all applicable fees.

Those electing to participate in the State of Arizona purchasing card program shall affirm by entering Yes in the appropriate solicitation questionnaire section entitled State of Arizona Purchasing Card (P Card) Program.

Additionally, knowing that the utilization of the purchasing card program should result in lower administrative costs for both the supplier as well as the state we also request that the bidder(s) offer any additional discount (percent %) from list price for those eligible agencies who may implement this option. Those offering the additional discount (percent %) from list price shall do so by completing the solicitation questionnaire section entitled State of Arizona Purchasing Card (P Card) Program. Participation is optional, therefore will not be used in the State bid evaluation process.

Telephone Ordering Support

Offeror(s) are to provide and maintain a toll-free telephone number for customer ordering support. Offeror(s) are to enter their toll-free telephone number in the solicitation questionnaire section entitled Telephone Ordering Support. Failure to provide this information with the bid and/or failure to maintain this service may be cause for rejection of the bid and/or cancellation of any subsequent contract.

Value In Procurement

Through the Governor's Efficiency Review initiative, Enterprise Procurement Services has established the Value in Procurement (VIP) Committee. A major initiative of the VIP Committee is to aggregate specific procurements to increase efficiency and cut costs. The VIP Committee has designated the XXAgencyXX as a Strategic Contracting Center for XXgoods/serviceXX. Any contract resulting from this RFP shall become a statewide contract for use by all State agencies, and optional for cities, counties and school districts and other political subdivisions. State agencies that currently have individual contracts in place will be phased in under this contract when their contracts expire. The current schedule of some of these agencies specific contracts are:

XXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX

Contract
Solicitation # EPS050076-A2

Special Terms and Conditions

Billing

All billing notices shall include delivery time, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable. Any contract release order issued by the requesting agency shall refer to the contract number and line item number(s).

Catalog/Price list, Maintenance (electronic/hard copy)

1. The contractor shall provide and maintain electronic and hard copy versions of all contracted catalog/price lists during the contract term. Electronic versions shall be in either of the following formats. No alterations, amendments or updates shall be allowed without prior approval by the State. This is covered in more detail in paragraph 4.

1.1. Internet versions available through a Universal Resource Locator (URL) link, or;

1.2. Portable Document Format (pdf) versions attached to the contract.

2. All versions shall list all products the contractor is authorized to sell under the contract along with clearly indicating, at a minimum the following:

2.1. The contract number;

2.2. Part numbers and descriptions (photos optional) of all contracted products or groups of products. Non-contracted products or groups of products shall either be deleted or clearly marked through as EXCLUDED FROM CONTRACT.

2.3. Pricing information;

2.4. The discount (percent %) from list price for each product;

2.5. Ordering information, Key Personnel; and

2.6. Service/Distribution points organized geographically by city or county (subcontractors).

3. The State Procurement Office, at its sole discretion, may maintain the contractor's electronic catalog/price list data or provide electronic links to it through our SPIRIT web-site. Regardless of the number and types of links to the contractor's electronic catalog/price list, the contractor shall ensure that all eligible agencies are able to access one, and only one, version of contracted catalog/price list.

4. Upon award and during the term of the contract the contractor shall not alter, modify or update either the electronic or hard copy versions of the catalog/price list without prior approval by the State (see revised replacement catalog price/list provision for additional requirements). Hard copy versions shall be made available to all requesting agencies. All associated cost shall be borne by the contractor.

Contraband

Any person who takes into or out of, or attempts to take into or out of a correctional facility or the grounds belonging to adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property of packages.

DEFINITION - A.R.S. | 13-2501

Contraband means any dangerous drug, narcotic drug, intoxication liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional institution or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, non-prescription medication, etc.)

PROMOTING PRISON CONTRABAND - A.R.S. | 13-2505

1. A person, not otherwise authorized by law, commits promoting prison contraband:

A. By knowingly taking contraband into a correctional facility or the grounds of such a facility; or

B. By knowingly conveying contraband to any person confined in a correctional facility; or

C. By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.

2. Promoting prison contraband is a Class 5 felony.

Contract Extension

The contract term is for a one (1) year period subject to additional successive periods of a maximum twelve months per extension with a maximum aggregate including all extensions not to exceed **** years

Contract Reports

1. The contractor shall be required to furnish the following reports to the State Procurement Office against this contract on a quarterly basis at no additional cost to the state:

1.1. Total contract usage reports: Identifying all eligible using agencies and total dollar volumes purchased by each eligible using agency during the reporting period. Although not required under this reporting activity, the contractor shall provide itemized usage reports detailing all acquisitions against this contract upon request.

2. Reports shall be due at the end of each 3-month contract period to be furnished to the contract officer of record no later than 15 days after the end of each 3-month contract period.

3. The information contained in these contract reports and the accurate and timely submission thereof are critical components used by the State. Failure by the contractor to submit accurate and timely contract reports against this contract may be cause for cancellation of the contract.

Discount Rates

1. The contractor(s) shall disclose and honor all applicable discount rates contained herein (i.e. discount from list price, electronic ordering systems, annual volume discount program, Single bulk purchase, State of Arizona purchasing card ?P-Card? Program, special educational and prompt payment discounts). Disclosure shall, at a minimum be done using the following methods:

1.1. Prominently displayed on electronic media supplied by the contractor and approved by the State;

1.2. Prominently displayed on all written price communications, order conformations and invoice activities;

1.3. Disclosed during all verbal correspondence with an eligible ordering agency.

Failure to disclose and honor all applicable discount rates to eligible ordering agencies may result in contract cancellation or any other remedy available by law, inclusive of the issuing of credits or refunds to all affected agencies.

Electronic Ordering Systems

1. Systems that provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking and reporting available through a contractor?s Electronic Data Interchange (EDI) system or secured internet/web portal. This provision shall only apply to those contractors who have such systems available under the contract. The contractor?s system, at a minimum shall:

1.1. Be made available to all eligible agencies. Utilization shall be the sole discretion of the eligible agency;

1.2. Be implemented with a training program to the agency on how to use the system;

1.3. Be maintained by the contractor;

1.4. Be a secure connection;

1.5. Not allow for purchase orders to be placed for non-contract or excluded items.

1.6. Provide multiple or individual access to the system (agency elect);

2. Eligible agencies may elect, at their own discretion to utilize the contractor?s electronic ordering system. Should an eligible agency elect to use the system they shall do so by formal request to the contractor.

2.1. Upon receipt of the request the contractor shall have the system fully installed and functioning within 30 day from receipt of the request, or as mutually agreed upon between the agency and the contractor.

2.2. Initial training shall either be performed upon completion of the installation or as mutually agreed upon between the agency and the contractor.

3. Upon contract termination or at the request of an agency the contractor shall uninstall all features of the system within 30 days.

4. Contractor's not having electronic ordering systems at time of award but who may wish to offer such, may do so at any time during the contract period by providing a written request to the contract specialist of record. Systems offered shall meet all criteria established above. Incorporation of the offered system shall be in the form of a contract amendment.

5. All cost associated with installation, training, maintenance, support and removal of such systems shall be borne by the contractor

Insurance

A. Without limiting any liabilities or any other obligation of the Contractor, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least A VII in the current A.M. Best's, the minimum insurance coverage below:

1. Commercial General Liability, with minimum limits of \$ XXXX per occurrence, and an unimpaired products and completed operations aggregate limit and general aggregate minimum limit of \$ XXXXX. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG00010196, issued on an Occurrence basis, and endorsed to add the State of Arizona as an Additional Insured with reference to this contract. The policy shall include coverage for:

Bodily Injury;
Broad Form Property Damage (including completed operations);
Personal Injury;
Blanket Contractual Liability;
Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation or termination of the services or work defined in this contract;
Fire Legal Liability.

2. Business Automobile Liability, with minimum limits of \$ XXXXX per occurrence combined single limit, with Insurance Service Office, Inc. Declarations to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the State of Arizona as an Additional Insured with reference to this contract.

3. Worker's Compensation (Coverage A): Statutory Arizona benefits;
Employer's Liability (Coverage B): \$ XXXXX each accident \$ XXXXX each employee, \$ XXXXXX policy limit/disease.

Policy Shall include endorsement for All State coverage for state of hire.

4. Professional Liability Insurance with minimum limits of \$ XXXXX Each Claim (or Each Wrongful Act) with a Retroactive Liability Date (if applicable to Claims-Made coverage) the same as the effective date of this contract. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work or Specifications of this contract and, at the discretion of the State of Arizona, shall include one of the following types of Professional Liability policies:

Directors and Officers;
Errors and Omissions;
Medical Malpractice;
Druggists Professional;
Architects/Engineers Professional;
Lawyers Professional;
Teachers Professional;
Accountants Professional;
Social Workers Professional.

A. The State of Arizona shall be named as an Additional Insured as its interests may appear.

B. The policy shall contain an Extended Claim Reporting Provision of not less than one year following termination of the policy.

C. The State of Arizona reserves the right to request and receive certified copies of all policies and endorsements within ten calendar days of contract signature.

D. Certificates of Insurance acceptable to the State of Arizona shall be issued and delivered prior to the commencement of the work defined in this contract, and shall identify this contract and include certified copies of endorsements naming the State of Arizona as Additional Insured for liability coverages. The certificates, insurance policies and endorsements required by this paragraph shall contain a provision that coverages afforded will not be canceled until at least 60 days prior written notice has been given to the State of Arizona. All coverages, conditions, limits and endorsements shall remain in full force and effect as required in this contract.

E. Failure on the part of the Contractor to meet these requirements shall constitute a material breach of contract, upon which the State of Arizona may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the State of Arizona shall be repaid by the Contractor upon demand, or the State of Arizona may offset the cost of the premiums against any monies due to the contractor. Costs for coverages broader than those required or for limits in excess of those required shall not be charged to the State of Arizona. Contractor and its insurer(s) providing the required coverages shall waive their rights of recovery against the State of Arizona, its Departments, Employees and Officers, Agencies, Boards and Commissions.

F. The policies required by the Commercial General and Business Automobile Liability Sections shall be endorsed to include the State of ARizona as additional insured and shall require that the insurance provided by the contractor shall be primary insurance and that any insurance carried by the State of Arizona shall be excess and not contributory insurance provided by the contractor.

G. In the case any work is subcontracted, the contractor will require all subcontractors to provide comparable insurance.

H. If the contractor is the State of Arizona, its departments, agencies, boards, and commissions, then the above shall not apply.

Lost Products

1. In the event that a product or groups of products are no longer available to the contractor by a manufacturer, the State may allow deletion of such products from the contract. The request may be submitted at any time during the contract period and shall be supplemented with the following information. Failure to supply any of the following information with the request shall result in the State not considering the request.

1.1. A formal announcement from the manufacturer stating the reason that the products are no longer available to the contractor. These should include but may not be limited to:

1.1.1. Contract agreement termination (agreements between the contractor and the manufacturer).

1.1.2. Product discontinuance, those having no named replacements by the manufacturer.

2. Approval shall be in the form of a contract amendment and shall become effective on the date specified in the amendment. Upon approval by the State, the contractor shall make available all electronic and hard catalog/price list updates to all eligible agencies at no additional cost to the State.

New Products

1. The State, at its sole discretion may allow new products announced by manufactures represented on the contract to be incorporated. The request may be submitted at any time during the contract period and shall be supplemented with the following information. Failure to supply any of the following information with the request shall result in the State not considering the request.

1.1. A formal announcement from the manufacturer stating that the product(s) are new and were not available at the time of contract award.

1.2. Documentation from the manufacturer that cites the effected products by item number and description.

1.3. Documentation that provides clear evidence that the new products are those that are within an established contract group. NO OTHER PRODUCTS SHALL BE ALLOWED.

1.4. That states 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 and that will be sold at the existing discount (percents %) form list price as existing products.

2. Approval shall be in the form of a contract amendment and shall become effective on the date specified in the amendment. Upon approval by the State, the contractor shall make available all electronic and hard catalog/price list updates to all eligible agencies at no additional cost to the State.

Non-Exclusive Contract

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.

Ordering Process

1. For the purposes of this contract, contract release order/purchase orders are those that are issued by an eligible agency any of the following forms:

- 1.1. Hard copy, one time only or blanket (term type) type;
- 1.2. Electronically transmitted through facsimile equipment;
- 1.3. Electronically transmitted as an e-mail attachment;
- 1.4. 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.
 - 1.4.1. Such systems shall not allow for purchase orders to be placed for non-contract or excluded items.
 - 1.4.2. Use of such systems shall be at the sole at the sole discretion of the eligible agency and all cost associated with set-up, maintenance and support shall be borne by the contractor.
- 1.5. Electronically through State's or eligible agencies p-card program.

2. This contract was awarded in accordance with the Arizona Procurement Code and all transactions and procedures required by the code for competitive source selection have been met. A contract release order/purchase order, initiated in accordance with the requirements contained herein, that cites the correct Arizona contract number is the only document required for the agency to order and the contractor to deliver the material and /or service.

3. Any attempt to represent any material and/or service not specifically awarded, as being under contract with the State of Arizona 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 state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
and/or debarment of the contractor.

Price Adjustment

1. Discount (percents %) From List Price: Discount (percents %) from list price shall remain the same for the contract term. The State Procurement Office may review a fully documented request for a price increase only (change in discount) only on the anniversary or renewal date of the contract. The requested increases shall be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated the price of the product/service contractually covered.

1.1. The request shall be submitted from 90 to 120 days prior to the anniversary or contract renewal date of the contract and shall be a factor in the extension review process.

1.2. Failure to submit the request within the stated timeframe and/or failure to supply adequate information with the request may result in the state not considering the request.

2. The State, at its sole option shall determine whether the requested price adjustment or an alternate option is in the best interest of the State. Approval shall be in the form of a contract amendment, and shall become effective on the date specified in the amendment. Upon approval by the State, the contractor shall make available all electronic and hard copy catalog/price list updates to all eligible using agencies at no additional cost to the State.

Price Reductions

Price reductions may be submitted to the state for consideration at any time during the contract period. The contractor shall offer the state a price reduction on the contract product(s) concurrent with a published price reduction made to other customers. The state at its own discretion may accept a price reduction. The contractor shall request, in writing, a price reduction. The contractor shall request, in writing, a price reduction and provide the following:

1. A formal announcement from the manufacturer that the cost of the contract product has been reduced.

2. Documentation, i.e., published cost lists, from the manufacturer showing, to the satisfaction of the state, the actual cost reduction.

3. Documentation showing that the published cost reductions have been offered to other distributors.

Product Discontinuance

1. In the event that a product or groups of products are discontinued by a manufacturer, the State at its sole discretion may allow the contractor to provide substitutes for the discontinued product(s) or allow the deletion of such products from the contract. The request may be submitted at any time during the contract period and shall be supplemented with the following information. Failure to supply any of the following information with the request may result in the state not considering the request.

- 1.1. A formal announcement from the manufacturer stating that the product(s) have been discontinued.
- 1.2. Documentation from the manufacturer that cites the effected products by item number and description.
- 1.3. Documentation from the manufacturer that names the replacement product(s).
- 1.4. Documentation that provides clear evidence that the replacement product(s) meets or exceeds the specifications of the discontinued product(s) while remaining in the same product group(s) as the discontinued item, and;
- 1.5. Documentation confirming that the price for the replacement product(s) is the same as or less than the discontinued item.

2. Approval shall be in the form of a contract amendment and shall become effective on the date specified in the amendment. Upon approval by the state, the contractor shall make available all electronic and hard catalog/price list updates to all eligible at no additional cost to the State.

Revised or Replacement Catalog/Price lists

1. The State may review a fully documented request to incorporate a revised or replacement catalog/price list (i.e. manufacturer's price list) only on the anniversary or renewal date of the contract. The request shall be submitted from 90 to 120 days prior to the anniversary or contract renewal date and shall be supplemented with the following information. Failure to submit the request within the stated timeframe and/or failure to supply any of the following information with the request may result in the state not considering the request.

1.1. A declaration that affirms that the proposed catalog/price lists (i.e. manufacturer's price list) is one that:

1.1.1. Is a replacement or revision to the original, containing the same item groups as originally awarded.

1.1.2. Is regularly maintained by a manufacturer, distributor or contractor.

1.1.3. Is either published or otherwise available for inspection by customers.

1.1.4. Is one that states 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.

1.2. Pricing information, existing versus proposed, electronic and hardcopy formats that:

1.2.1. Identifies all products, by part number, SKU number, description and manufacturer that will experience increases from existing prices.

1.2.2. Displays a side by side comparison of pricing, existing vs. proposed increases.

1.2.3. Details the factors that were clearly unpredictable at the time of the original bid and that have a direct affect on the proposed increase. Newly published or revised catalog/price lists submitted without supplemental information may not be considered.

1.2.4. Identifies all products, by part number, SKU number, description and manufacturer that will experience decreases from existing prices.

1.2.5. Displays a side by side comparison of pricing, existing vs. proposed decreases.

1.2.5.1. The contractor shall also obligated to pursue price decreases in accordance with the price decrease provision contained herein.

1.3. Product Information (Deletions/Additions) existing versus proposed, electronic and hardcopy formats that:

1.3.1. Identifies all discontinued products, by part number, SKU number, description and manufacturer that are either no longer being manufacturer or are no longer available to the contractor.

1.3.2. Identifies all proposed product additions, by part number, SKU number, description and manufacturer

1.3.2.1. When pursuing product deletions or additions the contractor shall also supplement the request as required under product discontinuance new product provisions contained herein.

1.4. The State reserves the right to approve and entire catalog/price list (i.e. manufacturer's price list), portions thereof or to exercise an alternate option, whichever is deemed in the best interest of the state.

2. Approval shall be in the form of a contract amendment, and shall become effective on the date specified in the amendment. Upon approval by the State, the contractor shall make available all electronic and hard copy catalog/price list updates to all eligible agencies at no additional cost to the State.

Safety Standards

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, The National Electric Code, and The National Fire Protection Association Standards.

State Contract Show Availability

As a statewide contractor, the supplier is eligible to participate in an exhibition of products and services for the state agency and eligible political subdivision personnel in a centralized event. The show has been in place since 1984 and regularly attracts over 130 booths and 500 state contract users.

Taxes

1. Applicable Taxes: The State will pay only the rate and/or amount of taxes identified in the offer and in any resulting contract.

2. 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, penalties 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.

3. IRS W9 Form: In order to receive payment under any resulting contract, contractor must have a current I.R.S. W9 Form on file with the State of Arizona, Department of Administration, General Accounting Office.

Term of Contract (One Year)

The term of the contract shall for a 1-year period, unless terminated, canceled, or extended as otherwise provided herein. The contract shall commence the date specified in the contract summary section contained herein and/or as specified in any contract award notifications issued by the State Procurement Office.

Contract
Solicitation # EPS050076-A2

Uniform Instructions

1 Definition of Terms

As used in these instructions, the terms listed below are defined as follows:

1.2 Contract

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 of Scope of Work; the Offer and any Best and Final Offers, and any Solicitation Amendments or Contract Amendments and any terms applied by law.

1.3 Contract Amendment

a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4 Contractor

any person who has a Contract with the State

1.5 Days

calendar days unless otherwise specified.

1.6 Exhibit

any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation

1.7 Offer

bid, proposal or quotation.

1.8 Offeror

a vendor who responds to a Solicitation.

1.9 Procurement Officer

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 Solicitation

an Invitation for Bids ('IFB'), a Request for Proposals ('RFP'), or a Request for Quotations ('RFQ').

1.11 Solicitation Amendment

a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

1.12 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.

1.13 State

the State of Arizona and Department or Agency of the State that executes the Contract.

2 Inquiries

Inquiries

2.1 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.

2.2 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.

2.3 Submission of Inquiries

The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may 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.

2.4 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.

2.5 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.

2.6 Solicitation Amendments

The Solicitation shall only be modified by a Solicitation Amendment.

2.7 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.

2.8 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.

3 Offer Preparation

Offer Preparation

3.1 Forms: No Facsimile, Telegraphic or Electronic Mail Offers

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, unless the solicitation indicates otherwise.

3.2 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.

3.3 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.

3.4 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.

i. 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. [ALL]

ii. 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.

3.5 Subcontracts

Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

3.6 Cost of Offer Preparation

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

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

3.8 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.

3.9 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.

3.10 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.

3.11 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.

3.12 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.

3.13 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:

- 3.13.1 Special Terms and Conditions;
- 3.13.2 Uniform Terms and Conditions;
- 3.13.3 Statement or Scope of Work;
- 3.13.4 Specifications;
- 3.13.5 Attachments;
- 3.13.6 Exhibits;
- 3.13.7 Special Instructions to Offerors;
- 3.13.8 Uniform Instructions to Offerors.
- 3.13.9 Other documents referenced or included in the Solicitation.

3.14 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).

4 Submission of Offer

Submission of Offer

4.1 Sealed Envelope or Package

Except for electronic submissions, when authorized, 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.

4.2 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.

4.3 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.

4.4 Non-collusion, Employment, and Services

By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:

4.4.1 i. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

4.4.2 ii. 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 all applicable Federal, state and local laws and executive orders regarding employment.

5 Evaluation

Evaluation

- 1. Diversity of Products Offered
- 2. Methodology and Approach
- 3. Conformity to all Terms, Conditions and Instructions
- 4. Cost

5.1 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.

5.2 Taxes

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

5.3 Late Offers

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

5.4 Disqualification

An Offeror (including any of its' principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.

5.5 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.

5.6 Waiver and Rejection Rights

Notwithstanding any other provision of the Solicitation, the State reserves the right to:

5.6.1 Waive any minor informality;

5.6.2 Reject any and all Offers or portions thereof; or

5.6.3 Cancel the Solicitation.

6 Award

Award

6.1 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.

6.2 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.

6.3 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.

7 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:

7.1 The name, address and telephone number of the protester;

7.2 The signature of the protester or its representative;

7.3 Identification of the purchasing agency and the Solicitation or Contract number;

7.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and

7.5 The form of relief requested.

8 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 104, Phoenix, Arizona, 85007.

Contract
Solicitation # EPS050076-A2

Uniform Terms and Conditions

- 1 Definition of Terms**

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

any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2 Contract**

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**

a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 Contractor**

any person who has a Contract with the State.
- 1.5 Days**

calendar days unless otherwise specified
- 1.6 Exhibit**

any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7 Gratuity**

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**

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**

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**

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**

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**

the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13 State Fiscal Year**

the period beginning with July 1 and ending June 30,
- 2 Contract Interpretation**

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 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

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. 99-4 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, tradename, 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.

4 Costs and Payments

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 and shall include all freight delivery and unloading at the destination.

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

4.5.3 Cancel the contract and re-solicit the requirements.

5 Contract Changes

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

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

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 or payment for the materials by the State.

7.5 Year 2000

7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of force majeure shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of force majeure shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

7.6 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.

7.7 Survival of Rights and Obligations after Contract Expiration or Termination

7.7.1 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.

7.7.2 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

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

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 interests 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).

Contract
Solicitation # EPS050076-A2

Offer

Tax Information

Arizona Transaction (Sales) Privilege Tax License No. 7191450 u
Federal Employer Identification No. XXXXXXXXXX

Location Information

Supplier Number: 177
Company Name: Neopost
Address: 30955 Huntwood Ave
Hayward, CA 94544

Signature

Name: Traci Warren Date: 9/1/05 9:28:39
Title: Regional Business Development Manager

Signature:

Certification

Acceptance

Award Date TBD

Contract
Solicitation # EPS050076-A2

Line Items								
LI #	CM Code # CM Code Item #	Commodity Code Description Commodity Code Item Description	Manufacturer	Pricing	Qty	%	Unit Price	Ext Price
1	0985-0054 0985-0054-0001	Mailing Equipment Including Postage Meter Rental or Lease Low-Volume, Manual	Neopost Inc.	DLP	1	18	\$974.98	\$974.98
2	0985-0054 0985-0054-0017	Mailing Equipment Including Postage Meter Rental or Lease 2nd Year Maintenance		FP	1		\$140.00	\$140.00
3	0985-0054 0985-0054-0018	Mailing Equipment Including Postage Meter Rental or Lease 3rd Year Maintenance		FP	1		\$140.00	\$140.00
4	0985-0054 0985-0054-0019	Mailing Equipment Including Postage Meter Rental or Lease 4th Year Maintenance		FP	1		\$140.00	\$140.00
5	0985-0054 0985-0054-0020	Mailing Equipment Including Postage Meter Rental or Lease 5th Year Maintenance		FP	1		\$140.00	\$140.00
6	0985-0054 0985-0054-0002	Mailing Equipment Including Postage Meter Rental or Lease Low-Volume, Semi-Automatic	Neopost, Inc.	DLP	1	18	\$974.98	\$974.98
7	0985-0054 0985-0054-0017	Mailing Equipment Including Postage Meter Rental or Lease 2nd Year Maintenance		FP	1		\$140.00	\$140.00
8	0985-0054 0985-0054-0018	Mailing Equipment Including Postage Meter Rental or Lease 3rd Year Maintenance		FP	1		\$140.00	\$140.00
9	0985-0054 0985-0054-0019	Mailing Equipment Including Postage Meter Rental or Lease 4th Year Maintenance		FP	1		\$140.00	\$140.00
10	0985-0054 0985-0054-0020	Mailing Equipment Including Postage Meter Rental or Lease 5th Year Maintenance		FP	1		\$140.00	\$140.00
11	0985-0054 0985-0054-0003	Mailing Equipment Including Postage Meter Rental or Lease Low-Volume, Automatic	Neopost Inc.	DLP	1	18	\$1,641.64	\$1,641.64
12	0985-0054 0985-0054-0017	Mailing Equipment Including Postage Meter Rental or Lease 2nd Year Maintenance		FP	1		\$235.00	\$235.00
13	0985-0054 0985-0054-0018	Mailing Equipment Including Postage Meter Rental or Lease 3rd Year Maintenance		FP	1		\$235.00	\$235.00
14	0985-0054 0985-0054-0019	Mailing Equipment Including Postage Meter Rental or Lease 4th Year Maintenance		FP	1		\$235.00	\$235.00
15	0985-0054 0985-0054-0020	Mailing Equipment Including Postage Meter Rental or Lease 5th Year Maintenance		FP	1		\$235.00	\$235.00
16	0985-0054 0985-0054-0004	Mailing Equipment Including Postage Meter Rental or Lease Mid-Volume, Semi-Automatic	Neopost Inc.	DLP	1	18	\$3,348.06	\$3,348.06
17	0985-0054 0985-0054-0017	Mailing Equipment Including Postage Meter Rental or Lease 2nd Year Maintenance		FP	1		\$495.00	\$495.00
18	0985-0054 0985-0054-0018	Mailing Equipment Including Postage Meter Rental or Lease 3rd Year Maintenance		FP	1		\$495.00	\$495.00
19	0985-0054 0985-0054-0019	Mailing Equipment Including Postage Meter Rental or Lease 4th Year Maintenance		FP	1		\$495.00	\$495.00

20	0985-0054 0985-0054-0020	Mailing Equipment Including Postage Meter Rental or Lease 5th Year Maintenance		FP	1		\$495.00	\$495.00
21	0985-0054 0985-0054-0005	Mailing Equipment Including Postage Meter Rental or Lease Mid-Volume, Automatic	Neopost, Inc.	DLP	1	18	\$3,348.06	\$3,348.06
22	0985-0054 0985-0054-0017	Mailing Equipment Including Postage Meter Rental or Lease 2nd Year Maintenance		FP	1		\$495.00	\$495.00
23	0985-0054 0985-0054-0018	Mailing Equipment Including Postage Meter Rental or Lease 3rd Year Maintenance		FP	1		\$495.00	\$495.00
24	0985-0054 0985-0054-0019	Mailing Equipment Including Postage Meter Rental or Lease 4th Year Maintenance		FP	1		\$495.00	\$495.00
25	0985-0054 0985-0054-0020	Mailing Equipment Including Postage Meter Rental or Lease 5th Year Maintenance		FP	1		\$495.00	\$495.00
26	0985-0054 0985-0054-0006	Mailing Equipment Including Postage Meter Rental or Lease High-Volume, Semi-Automatic	Neopost, Inc.	DLP	1	18	\$4,688.76	\$4,688.76
27	0985-0054 0985-0054-0017	Mailing Equipment Including Postage Meter Rental or Lease 2nd Year Maintenance		FP	1		\$700.00	\$700.00
28	0985-0054 0985-0054-0018	Mailing Equipment Including Postage Meter Rental or Lease 3rd Year Maintenance		FP	1		\$700.00	\$700.00
29	0985-0054 0985-0054-0019	Mailing Equipment Including Postage Meter Rental or Lease 4th Year Maintenance		FP	1		\$700.00	\$700.00
30	0985-0054 0985-0054-0020	Mailing Equipment Including Postage Meter Rental or Lease 5th Year Maintenance		FP	1		\$700.00	\$700.00
31	0985-0054 0985-0054-0007	Mailing Equipment Including Postage Meter Rental or Lease High-Volume, Automatic	Neopost Inc.	DLP	1	18	\$7,772.78	\$7,772.78
32	0985-0054 0985-0054-0017	Mailing Equipment Including Postage Meter Rental or Lease 2nd Year Maintenance		FP	1		\$1,070.00	\$1,070.00
33	0985-0054 0985-0054-0018	Mailing Equipment Including Postage Meter Rental or Lease 3rd Year Maintenance		FP	1		\$1,070.00	\$1,070.00
34	0985-0054 0985-0054-0019	Mailing Equipment Including Postage Meter Rental or Lease 4th Year Maintenance		FP	1		\$1,070.00	\$1,070.00
35	0985-0054 0985-0054-0020	Mailing Equipment Including Postage Meter Rental or Lease 5th Year Maintenance		FP	1		\$1,070.00	\$1,070.00
36	0985-0054 0985-0054-0008	Mailing Equipment Including Postage Meter Rental or Lease Integrated Postal Scales	Neopost Inc.	DLP	1	18	\$692.90	\$692.90
37	0985-0054 0985-0054-0017	Mailing Equipment Including Postage Meter Rental or Lease 2nd Year Maintenance		FP	1		\$55.00	\$55.00
38	0985-0054 0985-0054-0018	Mailing Equipment Including Postage Meter Rental or Lease 3rd Year Maintenance		FP	1		\$55.00	\$55.00
39	0985-0054 0985-0054-0019	Mailing Equipment Including Postage Meter Rental or Lease 4th Year Maintenance		FP	1		\$55.00	\$55.00
40	0985-0054 0985-0054-0020	Mailing Equipment Including Postage Meter Rental or Lease 5th Year Maintenance		FP	1		\$55.00	\$55.00
41	0985-0054 0985-0054-0009	Mailing Equipment Including Postage Meter Rental or Lease	Neopost Inc.	DLP	1	18	\$1,097.16	\$1,097.16

		Letter Openers						
42	0985-0054 0985-0054-0017	Mailing Equipment Including Postage Meter Rental or Lease 2nd Year Maintenance		FP	1		\$165.00	\$165.00
43	0985-0054 0985-0054-0018	Mailing Equipment Including Postage Meter Rental or Lease 3rd Year Maintenance		FP	1		\$165.00	\$165.00
44	0985-0054 0985-0054-0019	Mailing Equipment Including Postage Meter Rental or Lease 4th Year Maintenance		FP	1		\$165.00	\$165.00
45	0985-0054 0985-0054-0020	Mailing Equipment Including Postage Meter Rental or Lease 5th Year Maintenance		FP	1		\$165.00	\$165.00
46	0985-0054 0985-0054-0010	Mailing Equipment Including Postage Meter Rental or Lease Letter Folders	Neopost Inc.	DLP	1	18	\$2,043.44	\$2,043.44
47	0985-0054 0985-0054-0017	Mailing Equipment Including Postage Meter Rental or Lease 2nd Year Maintenance		FP	1		\$345.00	\$345.00
48	0985-0054 0985-0054-0018	Mailing Equipment Including Postage Meter Rental or Lease 3rd Year Maintenance		FP	1		\$345.00	\$345.00
49	0985-0054 0985-0054-0019	Mailing Equipment Including Postage Meter Rental or Lease 4th Year Maintenance		FP	1		\$345.00	\$345.00
50	0985-0054 0985-0054-0020	Mailing Equipment Including Postage Meter Rental or Lease 5th Year Maintenance		FP	1		\$345.00	\$345.00
51	0985-0054 0985-0054-0011	Mailing Equipment Including Postage Meter Rental or Lease Letter Inserters	Neopost Inc.	DLP	1	18	\$4,290.24	\$4,290.24
52	0985-0054 0985-0054-0017	Mailing Equipment Including Postage Meter Rental or Lease 2nd Year Maintenance		FP	1		\$768.00	\$768.00
53	0985-0054 0985-0054-0018	Mailing Equipment Including Postage Meter Rental or Lease 3rd Year Maintenance		FP	1		\$768.00	\$768.00
54	0985-0054 0985-0054-0019	Mailing Equipment Including Postage Meter Rental or Lease 4th Year Maintenance		FP	1		\$768.00	\$768.00
55	0985-0054 0985-0054-0020	Mailing Equipment Including Postage Meter Rental or Lease 5th Year Maintenance		FP	1		\$768.00	\$768.00
56	0985-0054 0985-0054-0012	Mailing Equipment Including Postage Meter Rental or Lease Lablers	Neopost Inc.	DLP	1	18	\$2,914.28	\$2,914.28
57	0985-0054 0985-0054-0017	Mailing Equipment Including Postage Meter Rental or Lease 2nd Year Maintenance		FP	1		\$435.00	\$435.00
58	0985-0054 0985-0054-0018	Mailing Equipment Including Postage Meter Rental or Lease 3rd Year Maintenance		FP	1		\$435.00	\$435.00
59	0985-0054 0985-0054-0019	Mailing Equipment Including Postage Meter Rental or Lease 4th Year Maintenance		FP	1		\$435.00	\$435.00
60	0985-0054 0985-0054-0020	Mailing Equipment Including Postage Meter Rental or Lease 5th Year Maintenance		FP	1		\$435.00	\$435.00
61	0985-0054 0985-0054-0013	Mailing Equipment Including Postage Meter Rental or Lease Tabbers	Neopost Inc.	DLP	1	18	\$3,457.12	\$3,457.12
62	0985-0054 0985-0054-0017	Mailing Equipment Including Postage Meter Rental or Lease 2nd Year Maintenance		FP	1		\$515.00	\$515.00

63	0985-0054 0985-0054-0018	Mailing Equipment Including Postage Meter Rental or Lease 3rd Year Maintenance		FP	1		\$515.00	\$515.00
64	0985-0054 0985-0054-0019	Mailing Equipment Including Postage Meter Rental or Lease 4th Year Maintenance		FP	1		\$515.00	\$515.00
65	0985-0054 0985-0054-0020	Mailing Equipment Including Postage Meter Rental or Lease 5th Year Maintenance		FP	1		\$515.00	\$515.00
66	0985-0054 0985-0054-0014	Mailing Equipment Including Postage Meter Rental or Lease Extractors	Neopost Inc.	DLP	1	18	\$5,427.58	\$5,427.58
67	0985-0054 0985-0054-0017	Mailing Equipment Including Postage Meter Rental or Lease 2nd Year Maintenance		FP	1		\$885.00	\$885.00
68	0985-0054 0985-0054-0018	Mailing Equipment Including Postage Meter Rental or Lease 3rd Year Maintenance		FP	1		\$885.00	\$885.00
69	0985-0054 0985-0054-0019	Mailing Equipment Including Postage Meter Rental or Lease 4th Year Maintenance		FP	1		\$885.00	\$885.00
70	0985-0054 0985-0054-0020	Mailing Equipment Including Postage Meter Rental or Lease 5th Year Maintenance		FP	1		\$885.00	\$885.00
71	0985-0054 0985-0054-0015	Mailing Equipment Including Postage Meter Rental or Lease Tracking System	Neopost Inc.	DLP	1	18	\$6,813.38	\$6,813.38
72	0985-0054 0985-0054-0017	Mailing Equipment Including Postage Meter Rental or Lease 2nd Year Maintenance		FP	1		\$0.00	\$0.00
73	0985-0054 0985-0054-0018	Mailing Equipment Including Postage Meter Rental or Lease 3rd Year Maintenance		FP	1		\$0.00	\$0.00
74	0985-0054 0985-0054-0019	Mailing Equipment Including Postage Meter Rental or Lease 4th Year Maintenance		FP	1		\$0.00	\$0.00
75	0985-0054 0985-0054-0020	Mailing Equipment Including Postage Meter Rental or Lease 5th Year Maintenance		FP	1		\$0.00	\$0.00
76	0985-0054 0985-0054-0016	Mailing Equipment Including Postage Meter Rental or Lease Postage Meter, Rental	Neopost Inc.	FP	1		\$25.00	\$25.00
77	0985-0054 0985-0054-0021	Mailing Equipment Including Postage Meter Rental or Lease Mailing Equipment, Ultra Low Volume	Neopost Inc.	DLP	1	18	\$15.58	\$15.58
78	0985-0054 0985-0054-0017	Mailing Equipment Including Postage Meter Rental or Lease 2nd Year Maintenance		FP	1		\$0.00	\$0.00
79	0985-0054 0985-0054-0018	Mailing Equipment Including Postage Meter Rental or Lease 3rd Year Maintenance		FP	1		\$0.00	\$0.00
80	0985-0054 0985-0054-0019	Mailing Equipment Including Postage Meter Rental or Lease 4th Year Maintenance		FP	1		\$0.00	\$0.00
81	0985-0054 0985-0054-0020	Mailing Equipment Including Postage Meter Rental or Lease 5th Year Maintenance		FP	1		\$0.00	\$0.00

ATTACHMENT B

(QUOTE)

Section (A) Dealer Information

Dealer Number: 9893000	Dealer Name: Priority Mailing Systems, Llc	Phone #:	Date Submitted:
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Section (B) Billing Information

Company Name (Full legal name): City Of Garden Grove			
DBA:			
Mailing Address: 11222 Acacia Parkway			
City: Garden Grove	State: CA	Zip Code + 4: 92842	
County: Orange			
Contact Name: Keith Winston	Email Address:		
Phone Number: 714 741 5000	Fax Number:		
Purchase Order #:			
Tax Exempt? (Exemption Certificate is required if Yes) <input type="checkbox"/> Yes <input type="checkbox"/> No			

Section (C) Installation Information (If different from billing information)

Company Name (Full legal name):			
DBA:			
Installation Address (No PO Boxes):			
City:	State:	Zip Code + 4:	
County:			
Contact Name:	Email Address:		
Phone Number:	Fax Number:		
Main Post Office:	Post Office Zip Code + 4:		
<input type="checkbox"/> Use my existing TMS Account Number: _____			

Section (D) Equipment

Quantity	Model/Part Number	Description (Include serial # if applicable)
1	IM6000	Digital Mail Machine with 70 pound scale
1	Conveyor	Mail Machine Conveyor
1	Roll Tape	Roll Tape Dispenser
1	WIM	Weigh in Motion Scale
1	Web Services	Web Services

Section (E) Payment Information

Billing Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually		
	# of Months	Monthly Payment (Plus applicable taxes)
First	12	\$349
Next	51	\$679
Next		\$
Next		\$
Current Lease #: <i>461.00 lease buyout</i>		
New Lease #:		

Section (G) Services (Check all that apply)

<input checked="" type="checkbox"/> Postage Meter Rental
<input checked="" type="checkbox"/> TotalFunds Postage Management (for eligible accounts)
<input checked="" type="checkbox"/> Online Advantage
<input checked="" type="checkbox"/> Online Rate Protection
<input type="checkbox"/> Online Postal Expense Management
<input type="checkbox"/> Online USPS eServices
<input type="checkbox"/> Online USPS eServices with Electronic Return Receipt
<input type="checkbox"/> Rate Change Protection/eRCP Contract
<input type="checkbox"/> Software Care (for electronic shipping and accounting applications)
<input checked="" type="checkbox"/> Maintenance (provided by your authorized Hasler Dealer)
<input checked="" type="checkbox"/> Professional Installation & Training (provided by your authorized Hasler Dealer)

Section (F) ACH Direct Debit (For lease payments only)

Bank Name:	
Bank Contact Name:	Bank Contact Phone:
Bank Routing Number:	Bank Account Number:

Section (H) Approval

This document consists of an Equipment Lease ("Lease") with MailFinance Inc.; and/or a Postage Meter Rental Agreement ("Rental Agreement") and an Online Services and Software Agreement with Neopost USA Inc., and a TotalFunds Account Agreement with Mailroom Finance, Inc. Your signature constitutes an offer to enter into the Lease and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (versions L-10.09), which are also available at <http://haslerinc.com/terms/dealer-lease-10-09.pdf> and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Authorized Signature _____	Date Accepted _____
Print Name and Title _____	
MailFinance Authorization _____	Date Accepted _____

Base/Equipment	Purchase Meter Model	Leased Meter Model	Description	Commercial Price	Discount	WSCA Price
Meter Rental - IM6000 Meter Options	LTFYMG126	TFYMG126	Meter Model 126 Meter (Secured Device) -TotalFunds, Total Advantage PLUS, Total Management, Total Protection and E-Return Receipt Modules Included	198.00	18%	\$162
Meter Rental - IM6000 Meter Options	LTF126	TF126	Meter Model 126 Meter (Secured Device) - TotalFunds Included	98.00	18%	\$80
Meter Rental - IM6000 Meter Options	LTFY126	TFY126	Meter Model 126 Meter (Secured Device) -TotalFunds, Total Protection and Total Advantage PLUS Module Included	128.00	18%	\$105
Meter Rental - IM6000 Meter Options	LTFYE126	TFYE126	Meter Model 126 Meter (Secured Device) -TotalFunds, Total Advantage PLUS, Total Protection and E-Services Module Included	143.00	18%	\$117
Meter Rental - IM6000 Meter Options	LTFYM126	TFYM126	Meter Model 126 Meter (Secured Device) -TotalFunds, Total Advantage PLUS, Total Protection and Total Management Modules Included	158.00	18%	\$130
Meter Rental - IM6000 Meter Options	LTFYME126	TFYME126	Meter Model 126 Meter (Secured Device) -TotalFunds, Total Advantage PLUS, Total Management, Total Protection and E-Services Modules Included	173.00	18%	\$142
Meter Rental - IM6000 Meter Options	LTFYG126	TFYG126	Meter Model 126 Meter (Secured Device) -TotalFunds, Total Advantage PLUS, Total Protection and E-Return Receipt Module Included	168.00	18%	\$138
Meter Rental - IM6000 Meter Options	LTFYMG126	TFYMG126	Meter Model 126 Meter (Secured Device) -TotalFunds, Total Advantage PLUS, Total Management, Total Protection and E-Return Receipt Modules Included	198.00	18%	\$162
Base/Equipment	Purchase Meter Model	Leased Meter Model	Description	Cost/Month Year 1	WSCA Price	
WJ185SYSA	TP265	LTFP265	Meter for WJ185 - Resets, Total Protection and Total Funds Included	\$0.00 - First Year	\$101.00	
WJ185SYSA	TPE265	LTFPE265	Meter for WJ185 - Resets, Total Protection, E-Services and Total Funds Included	\$0.00 - First Year	\$123.00	
WJ185SYSA	TPM265	LTFPM265	Meter for WJ185 - Resets, Total Protection, and Total Management Included	\$0.00 - First Year	\$129.00	
WJ185SYSA	TPME265	LTFPME265	Meter for WJ185 - Resets, Total Protection, Total Management, E-Services and Total Funds Included	\$0.00 - First Year	\$145.00	
WJ220SYSM	TP265	LTFP265	Meter for WJ220 - Resets, Total Protection and Total Funds Included	\$0.00 - First Year	\$112.00	
WJ220SYSM	TPE265	LTFPE265	Meter for WJ220 - Resets, Total Protection, E-Services Total Funds Included	\$0.00 - First Year	\$129.00	
WJ220SYSM	TPM266	LTFPM266	Meter for WJ220 - Resets, Total Protection, Total Management and Total Funds Included	\$0.00 - First Year	\$134.00	
WJ220SYSM	TPME265	LTFPME265	Meter for WJ220 - Resets, Total Protection, Total Management, E-Services and Total Funds Included	\$0.00 - First Year	\$151.00	
WJ250SYSM	TP265	LTFP265	Meter for WJ250 - Resets, Total Protection and Total Funds Included	\$0.00 - First Year	\$118.00	
WJ250SYSM	TPE265	LTFPE265	Meter for WJ250 - Resets, Total Protection, E-Services and Total Funds Included	\$0.00 - First Year	\$134.00	
WJ250SYSM	TPM265	LTFPM265	Meter for WJ250 - Resets, Total Protection, Total Management and Total Funds Included	\$0.00 - First Year	\$140.00	
WJ250SYSM	TPME265	LTFPME265	Meter for WJ250 - Resets, Total Protection, Total Management, E-Services and Total Funds Included	\$0.00 - First Year	\$156.00	
WJPRO	TR135	LTR135	Meter for the WJ PRO High Volume Mailing Machine	\$0.00 - First Year	\$115.00	

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Mailing Systems

IM, WJ

Category	MODEL	DESCRIPTION/COMPONENTS	GSA Price	WSCA Price	Annual Maintenance Cost
WJS Series					
WJ Series Mail Machines					
	WJ185SYSA	WJ185 Base and Advanced Feeder	\$5,718	\$4,689	\$740
	WJPRO	WJ Pro Digital Mailing System	\$13,080	\$10,725	\$1,600
Combination Mail Machine Packages					
	WJ185WP10	WJ185 Base, Automatic Feeder, WJWP10	\$6,413	\$5,259	\$810
	WJ185LP30	WJ185 Base, Automatic Feeder, WJWP30	\$6,904	\$5,661	\$875
	WJ185WP70	WJ185 Base, Automatic Feeder, WJWP70	\$7,067	\$5,795	\$890
Attachments					
	STKR2	IM/WJ Stacker for IM480/WJ185/220/250 only	\$1,549	\$1,270	\$235
	WJR30	Roll Tape Dispenser (WJ135/150/180/185/215/220/250 only)	\$1,141	\$936	\$150
	WJPRINTER	WJ Printer Kit for WJ185, 220, 250 or WJPRO	\$323	\$265	\$40
	WJPROLIGHT	Signal Light Tower for WJ PRO	\$813	\$667	\$100
Accounting Packages					
	WJ185AP2Q	WJ185 Accounting Package of 200 Accounts Online Services Compatible	\$368	\$201	n/a
	WJ185AP5Q	WJ185 Accounting Package of 500 Accounts Online Services Compatible	\$1,104	\$804	n/a
	WJ220AP2Q	WJ220 Accounting Package of 200 Accounts Online Services Compatible	\$248	\$201	n/a
	WJ220AP5Q	WJ220 Accounting Package of 500 Accounts Online Services Compatible	\$993	\$804	n/a
	WJ250AP5Q	WJ250 Accounting Package of 500 Accounts	\$736	\$604	n/a
IM Series					
IM Series Mail Machines					
	IM330SYS2	IM330 Base w/ 2lb. Integrated Weigh Platform & Moistener – Purchase/Lease	\$1,304	\$1,069	\$160
	IM330SYS5	IM330 Base w/ 5lb. Integrated Weigh Platform & Moistener – Purchase/Lease	\$1,467	\$1,203	\$180
	IM350SYS2	IM350 Base w/ 2lb. Built-In Weigh Platform and Moistener – Purchase	\$1,713	\$1,405	\$210
	IM350SYS5	IM350 Base w/ 5lb. Built-In Weigh Platform and Moistener – Purchase	\$1,958	\$1,606	\$240
	IM420SYS	IM420 Base w/ Feed Deck, Moistener & Catch Tray	\$1,431	\$1,173	\$187
	IM440PLUSSYSA	IM440 PLUS Base w/ Autofeeder, Feed Deck, Sealer & Catch Tray	\$2,939	\$2,410	\$309
	IM460SYSMS	IM460 Base w/ Mixed Size Feeder, sealer and drop tray	\$4,292	\$3,519	\$525
	IM480SYSMS	IM480 Base w/ Mixed Size Feeder, sealer and drop tray	\$6,209	\$5,091	\$730
	IM5000SYSA	IM5000 210 LPM Base, Mixed Mail Feeder with Wireways, Medium 5.7" Control Panel, LAN Kit & Line Conditioner	\$10,133	\$8,309	\$1,301
	IM5000SYSB	IM5000 260 LPM Base, Mixed Mail Feeder with Wireways, Medium 5.7" Control Panel, LAN Kit & Line Conditioner	\$12,013	\$9,851	\$1,543
	IM5000SYSC	IM5000 300 LPM Base, Mixed Mail Feeder with Wireways, Medium 5.7" Control Panel, LAN Kit & Line Conditioner	\$13,893	\$11,393	\$1,784
	IM6000SYSA	IM6000 210 LPM Base, Mixed Mail Feeder with Wireways, Large 15" Control Panel, Keyboard with Stand, LAN Kit & Line Conditioner	\$11,600	\$9,512	\$1,490
	IM6000SYSB	IM6000 260 LPM Base, Mixed Mail Feeder with Wireways, Large 15" Control Panel, Keyboard with Stand, LAN Kit & Line Conditioner	\$13,481	\$11,054	\$1,731
	IM6000SYSC	IM6000 300 LPM Base, Mixed Mail Feeder with Wireways, Large 15" Control Panel, Keyboard with Stand, LAN Kit & Line Conditioner	\$15,361	\$12,596	\$1,973

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Mailing Systems

IM, WJ

Category	MODEL	DESCRIPTION/COMPONENTS	GSA Price	WSCA Price	Annual Maintenance Cost
Attachments					
	STKR2	IM/WJ Stacker for IM480/WJ185/220/250	\$1,549	\$1,270	\$235
	IM56CONVEYOR	IM5000/6000 Conveyor Stacker	\$1,713	\$1,404	\$220
	IM56CATCH	IM5000/6000 Catch Tray	\$81	\$66	n/a
	IM56DROPTRAY	IM5000/6000 Drop Tray	\$568	\$466	n/a
Peripherals					
	IMPRINTER	IM Series Printer w/ USB Cable	\$307	\$252	\$50
	IMSCAN	IM USB Barcode Scanner for Department Scanning or eServices	\$347	\$285	n/a
	IMUSBKEY	IM USB Memory Key	\$48	\$40	n/a
	IMUSBHUB	IM USB Memory Hub	\$78	\$64	n/a
	IMKEYBOARD	IM5000 keyboard with stand (included with IM6000)	\$143	\$117	17
	ISRLD	Remote Label Dispenser w/ Stand	\$1,255	\$1,029	161
	MMC104	104" Custom Workstation with Risers & locking doors	\$2,203	\$1,807	n/a
	MMC84	84" Custom Workstation with 1 Riser & locking doors	\$2,040	\$1,673	n/a
	MMDOORS	Set of 2 additional doors for workstation	\$98	\$80	n/a
	4135525N	Smart Connect LAN Cable, Cat5 for RJ45 Connection	\$5	\$4	n/a
	IMLANKIT	Smart Connect Kit (Spare only - Standard with all systems)	\$57	\$47	n/a
	IMMODEM	Modem Connection for the IM Mailing Machines	\$78	\$64	n/a
Accounting Packages					
	IMDU100	IM Series 100 Department Upgrade	\$123	\$101	n/a
	IMDU200	IM460 Upgrade to 200 Departments	\$245	\$201	n/a
	IMDU300	IM480, IM5000/6000 Upgrade to 300 Departments	\$613	\$503	n/a
	IMDU500	IM5000/6000 Upgrade to 500 Departments	\$1,059	\$868	n/a
eRR for IM Series mail machines					
	IM3ERR	IM330/350 eRR Activation & Starter Kit: includes: E-RR Feature Software, IM330 / IM350 E-RR Rate File, (50) eDelivery Confirmation labels, (50) eSignature Confirmation labels and (100) eCertified labels	\$405	\$332	n/a
	IM420ERR	IM420 eRR Activation & Starter Kit: includes: E-RR Feature Software, IM420 E-RR Rate File, (100) eDelivery Confirmation labels, (100) eSignature Confirmation labels and (300) eCertified labels	\$568	\$466	n/a
	IM440PERR	IM440 eRR Activation & Starter Kit: includes: scanner, E-RR Feature Software, IM440 E-RR Rate File, (100) eDelivery Confirmation labels, (100) eSignature Confirmation labels and (300) eCertified labels	\$813	\$667	n/a
	IM460ERR	IM460 eRR Activation & Starter Kit: includes: scanner, E-RR Feature Software, IM460 E-RR Rate File, (200) eDelivery Confirmation labels, (200) eSignature Confirmation labels and (500) eCertified labels	\$813	\$667	n/a

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Scales

WJS, IWP, WJWP,IMWP

Category	MODEL	DESCRIPTION/COMPONENTS	GSA Price	WSCA Price	Annual Maintenance Cost
IMWP Series					
Weighing Platforms					
	IMWP5	IM 5 pound weighing platform(for IM420 and IM440 only)	\$818	\$671	\$70
	IMWP10	IM 10 pound weighing platform	\$1,063	\$872	\$80
	IMWP30	IM 30 pound weighing platform	\$1,472	\$1,207	\$215
	IMWP70	IM 70 pound weighing platform	\$1,794	\$1,471	\$215
	IMDWP4	Dynamic Weighing Platform (for IM460 and IM480 only)	\$3,675	\$3,014	\$540
	IM56DWM	IM5000/6000 Dynamic Weighing Module	\$4,901	\$4,019	\$599
Options					
	IM330WPU5	IM330 5lb WP Upgrade	\$307	\$252	n/a
	IM350WPU5	IM350 5lb WP Upgrade	\$307	\$252	n/a
	IM350DW	IM330/350 Series 5lb. Differential Weighing	\$123	\$117	n/a
	IMWP10DW	IM 4 Series 10lb. Differential Weighing	\$204	\$167	n/a
	IMWP30DW	IM 4 Series 30lb. Differential Weighing	\$368	\$302	n/a
	IMWP70DW	IM 4 Series 70lb. Differential Weighing	\$695	\$570	n/a
Weighing Platforms Stands					
	WP10STDH	Stand for IMWP10	\$102	\$84	n/a
	WP3070STDH	Stand for IMWP30 and IMWP70	\$123	\$101	n/a
	IM56WP10STAND	IM5000/6000 stand for the 10lb weigh platform	\$164	\$134	n/a
	7HSH0800	Stand (for 30 and 70 pound WPs)	\$71	\$58	n/a