



Contract #: MA3714

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Utah Division of Purchasing and the following Contractor:

American Business Forms, Inc.

Name

31 E Minnesota Ave

Street Address

Glenwood

Minnesota

56334

City

State

Zip

Vendor # VC0000112610 Commodity Code #: 96618 Legal Status of Contractor: For-Profit Corporation

Contact Name: Braxton Yorita Phone Number: +1 808-721-3612 Email: BYorita@americanbus.com

2. CONTRACT PORTFOLIO NAME: Digital Print and Quick Copy Services.
3. GENERAL PURPOSE OF CONTRACT: Contractor is permitted to provide Printing and Copying Services identified in Attachment B to Participating States once a Participating Addendum has been signed.
4. PROCUREMENT: This contract is entered into as a result of the procurement process on 2021, Solicitation# CT21-13
5. CONTRACT PERIOD: Effective Date: Friday, October 01, 2021. Termination Date: Wednesday, September 30, 2026 unless terminated early or extended in accordance with the terms and conditions of this contract.
6. Administrative Fee, as described in the Solicitation and Attachment A: One Quarter of One Percent (or 0.25%).
7. Prompt Payment Discount Details (if any): N/A.
8. ATTACHMENT A: NASPO ValuePoint Master Agreement Terms and Conditions
ATTACHMENT B: Scope of Work
ATTACHMENT C: Pricing Schedule
ATTACHMENT D: Contractor's Response to Solicitation CT21-13

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.
9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
 - a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - b. Utah Procurement Code, Procurement Rules, and Contractor's response to solicitation #CT21-13.
10. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR

DIVISION OF PURCHASING

07/28/2021

Contractor's signature

Date

07/30/2021

Director, Division of Purchasing

Date

Justin Zavadil, President

Type or Print Name and Title



Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum ("PA");
- (2) The Master Agreement
- (3) NASPO ValuePoint Master Agreement Terms & Conditions;
- (4) A Purchase Order issued against the Master Agreement;
- (5) The Specifications or Statement of Work;
- (6) The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
- (7) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

c. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

2. Definitions

- a. **Acceptance** is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.
- b. **Contractor** means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

- c. **Embedded Software** means one or more software applications which permanently reside on a computing device.
- d. **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- e. **Lead State** means the State centrally administering any resulting Master Agreement(s).
- f. **Master Agreement** means the underlying agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- g. **NASPO ValuePoint** is the cooperative purchasing division of the National Association of State Procurement Officials (NASPO), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.
- h. **Order** or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- i. **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.
- j. **Participating Entity** means a state, or other legal entity, properly authorized to enter into a Participating Addendum.
- k. **Participating State** means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposal is not required to participate through execution of a Participating Addendum.

- l. Product** means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.
- m. Purchasing Entity** means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

NASPO ValuePoint Provisions

3. Term of the Master Agreement

- a. The initial term of this Master Agreement is for five (5) years.
- b. The Master Agreement may be extended for a reasonable period of time, not to exceed 120 days, if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

5. Participants and Scope

- a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract)

used by the Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

d. NASPO, and its NASPO ValuePoint division, is not a party to the Master Agreement.

e. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

g. **Resale.** "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public

as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. Administrative Fees

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

7. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://calculator.naspovaluepoint.org>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and

NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

8. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.

c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.

d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to section 28, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after award (or execution if later) of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to section 28 or to terminate for default pursuant to section 30.

g. Contractor agrees, within 30 days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

9. Reserved.

10. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

11. Price and Rate Guarantee Period

All prices and rates must be guaranteed for one (1) year. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least ninety (90) days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

12. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

Administration of Orders

13. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. Purchasing Entities may define entity or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

- (1) The services or supplies being delivered;
- (2) The place and requested time of delivery;
- (3) A billing address;
- (4) The name, phone number, and address of the Purchasing Entity representative;
- (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
- (6) A ceiling amount of the order for services being ordered; and
- (7) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

14. Shipping and Delivery

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

b. All deliveries will be "Inside Deliveries" as designated by a representative of the

Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

15. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

16. Inspection and Acceptance

a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

c. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.

d. The warranty period shall begin upon Acceptance.

e. Acceptance Testing may be explicitly set out in a Master Agreement to ensure conformance to an explicit standard of performance. Acceptance Testing means the

process set forth in the Master Agreement for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity. If Acceptance Testing is prescribed, this subsection applies to applicable Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in this Master Agreement or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met. The warranty period shall begin upon Acceptance.

17. Payment

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

18. Warranty

Warranty provisions govern where specified elsewhere in the documents that constitute the Master Agreement; otherwise this section governs. The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under

this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

19. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

20. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third party rights in the Pre-existing Intellectual Property.

General Provisions

21. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or

Employers Liability Insurance requirements.

(3) Cyber Liability Insurance, with limits not less than \$2 million per occurrence or claim, \$2M aggregate. Coverage shall include, claims involving infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses.

c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

22. Records Administration and Audit

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized

agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

23. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their

obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to section 23. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

24. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate

responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO ValuePoint and other third parties.

26. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

27. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

28. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

29. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

30. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this

Master Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- (5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

- (1) Exercise any remedy provided by law; and
- (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
- (3) Impose liquidated damages as provided in this Master Agreement; and
- (4) Suspend Contractor from being able to respond to future bid solicitations; and
- (5) Suspend Contractor's performance; and
- (6) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit

the rights and remedies available to a Purchasing Entity under the applicable commercial code.

31. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

32. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

33. Indemnification

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

34. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

35. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and

administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

36. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

37. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

38. Leasing or Alternative Financing Methods

The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

Attachment B
Scope of Work

A. Scope of Work

1. Product and Services Offering
 - a. Contractor shall provide the following services to Purchasing States.
 - i. Black and white copies
 - ii. Color copies
 - iii. Binding
 - iv. Envelope
 - v. Lamination Services
 - b. Contractor may provide the following optional services to Purchasing States.
 - i. Oversize Copies
 - ii. File Copying
 - iii. Transparencies
 - iv. Tabs
 - v. Optional Binding
 - vi. Business Cards
2. Ordering
 - a. Contractor must utilize digital printing technology sufficient to ensure adequate servicing of Purchasing State needs. Contractor must maintain, at a minimum, a web site that contains product specifications and service options, the services agreement and a coverage map plus contact information for order placement, tracking, problem reporting, and billing concerns. Contractor must offer a user guide that is readily accessible and meets the approval of the Lead State.
 - b. Purchasing States shall place orders directly with Contractor.
 - c. Contractor must have toll free telephone numbers for use by those Purchasing States located outside of the Contractor's toll free area. This includes both telephone and Facsimile access.
 - d. Purchasing States may submit print ready files or request document preparation assistance.
 - e. After receipt of order, Contractor shall contact Purchasing State by the next business day to confirm specifications of the order and estimated delivery times.
 - f. Contractor shall make every effort to accommodate the deadline request of Purchasing States. Jobs will be completed within a timeframe that meets mutually agreed upon deadlines set at the time of the request was made.
 - g. Turnaround times on copy center projects will depend upon the size and complexity of the request. Standard jobs (duplexed, collated, and stapled) should have a maximum turnaround time of 24 hours.
 - h. Orders received before 2 PM CDT begin production that day (12 PM CDT for folders).
3. Delivery, Inspection, and Acceptance
 - a. Delivery
 - i. All shipments are to be delivered directly to the Purchasing Entity's location within the contiguous United States, or to the nearest port of embarkation for Participating Entities outside of the contiguous United States. All shipments will be prepaid by the Contractor and the Contractor shall not add freight charges for partial shipments.

- ii. Packing Label: All shipments must include a packing label that includes, at a minimum, the following information on the outside of the package:
 - 1. Purchasing State
 - 2. Delivery Address
 - 3. Ordering Entity and Floor
 - 4. Contact Telephone Number
- iii. Packing Slip: All shipments must include a packing slip that includes, at a minimum, the following information:
 - 1. Line item description
 - 2. Quantity ordered
 - 3. Quantity included in shipment
 - 4. Number of parcels
 - 5. Purchase Order/Delivery Order
 - 6. Ordering Entity Name
 - 7. All information included on the packing label.
- iv. Partial deliveries may be determined to be acceptable by the Purchasing State. However, payment will not be authorized until the entire order is received. Contract shall only invoice once an entire order has been received by the Purchasing State and the order is complete.
- v. No additional charges as a result of Contractor error shall be incurred by Purchasing State.
- vi. Purchasing States may elect to pick up orders at Contractor's production facility, if needed.
- b. Inspection and Acceptance

"Services" as used in this section includes services performed or tangible material produced or delivered in the performance of services.

Acceptance is contingent upon completion of Purchasing State inspection of Services including, but not limited to incorrect quantities, product, random copies, not meeting specifications, damaged in shipping, damaged edges, excess glue, missing pages, damaged covers, trim size, loose covers, pages, and binding, upside down covers or pages, and color match discrepancies. Purchasing State shall report any issues to Contractor within 2 business days of Purchasing State receiving order.

If products or services fail to meet any requirements, Purchasing State may exercise all of its rights. Purchasing State shall have the right to inspect services provided at all reasonable times and places. If any of the services do not conform to order requirements, Purchasing State may require Contractor to perform the services again in conformity with order requirements, without additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, Purchasing State may:

- i. Require Contractor to take necessary action to ensure that future performance conforms to order requirements, and
- ii. Equitably reduce the payment due Contractor to reflect the reduced value of the services performed. These remedies do not limit the remedies otherwise available at law, or in equity.

- iii. Purchasing State shall be the sole judge in determining “equals” with regard to quality, price, and performance. Purchasing State reserves the right to refuse payment on Contractor invoices for jobs that do not meet submitted criteria.
 - c. All products delivered in poor condition or not ordered may, at the discretion of the Purchasing State, be returned to the Contractor at the Contractor’s expense within thirty (30) days. Credit for returned goods must be made immediately.
 - 4. Invoicing

Invoices are to be submitted per order. Invoices are to detail itemization of services and materials, and all costs.
 - 5. Data Security, Retention, and Wiping
 - a. All Purchasing State data will be stored and maintained in data centers in the United States.
 - b. Contractor must have procedures to ensure the security of submitted data, ability to be able to securely remove information from systems/equipment once an order has been completed and accepted, and be able to address any residual data stored in a machine after that machine is removed from service.
 - i. Purchasing State may request that files may be retained for future reprints.
 - 6. Customer Service
 - a. Support Personnel- Contractor shall have support personnel adequate to the servicing of the resultant contracts.
 - b. Relationship Manager/Lead Representative- Contractor must assign one (1) lead representative for each Purchasing State that executes a Participating Addendum. The lead representative may service more than one (1) Purchasing State of Utah, but multiple lead representatives may not be assigned to a single Purchasing State. Contact information shall be kept current.
 - c. Complaint Resolution- Contractor must have in place adequate procedures for addressing and resolving Purchasing States’ problems and complaints -- service, equipment or billing.
 - d. Contractor shall provide each Purchasing State with customer service representatives assigned to handle questions and resolve all problems that arise.
 - e. Service representatives are to be available by telephone or email, at a minimum, from 7:00 am to 6:00 pm in the Mountain Time Zone, Monday through Friday with the exception of Federal holidays.
 - f. All service representatives shall have online access to account information and provide a timely response (within 24 hours or next business day if a response is received on a Friday) to inquiries concerning the status of contract pricing, account and billing questions, and contract compliance requirements.
 - 7. Environmental Capabilities.
 - a. Contractor shall have the capability to identify products and services that are environmentally conscious.
 - b. Contractor shall have the ability to provide recommendations of equivalent green products.
 - c. Contractor shall provide a product’s Material Safety Data Sheet and environmental certification document, if applicable.
 - 8. Excluded Items include office supplies, large format exceeding 24 x 36, offset and web printing are not included in the scope of this contract. Graphic design is also excluded, but does not include document preparation assistance.
- B. Pricing

1. Pricing shall exclude sales tax, and shall include all Contractor costs (labor, paper, overhead, profits, shipping, etc.) related to performing the tasks set forth in this solicitation. Purchasing States will not pay for any overages. The expectation is for deliverance of quantities ordered.
 2. Contractor shall not charge prices greater than proposed in the Contractor's Pricing Proposal for products and services provided under this contract.
- C. Contract Requirements
1. Marketing and Implementation
Contractor shall be responsible for marketing and implementation in accordance with each Participating State's internal requirements.
 2. Contract Manager
 - a. Contractor shall provide a Contract Manager as the single point of contact for management of the Master Agreement.
 - b. Contractor shall notify the Lead State in the event of a change in Contract Manager.
 3. Contractor must be appropriately licensed as per the requirements of the Lead State.
 4. Purchasing States will have different entities utilizing the goods and/or services provided by the Contractor. Contractor must be able to process multiple individual accounts and unique users within a Purchasing State.

Attachment C – Pricing Schedule

Definitions:
"All Types" refers to opaque and text & cover.
"Coated Cover" means all matte, dull, satin, or gloss coated cover stock of any color.
"Color Copies" means digital or analog photocopies using CMYK toner on paper.
"File Copying" means photocopying services that require more labor to produce than standard black and white photocopies.
"Grade A Litigation Standard": originals are large rubber banded sections or loose documents of straight copy. Originals are one sided, in excellent condition, and on the same size paper with no staples, clips, or folder tabs.
"Grade B Litigation Light": originals consist of large stapled or clipped sections. Occasional small sections of stapled or clipped documents may be mixed in, but not to the extent of slowing down copy output. All two sided work that would otherwise be Grade A copying is included in this category, even if it is straight copy.
"Grade C Litigation Medium": originals are mainly composed of stapled or clipped sections of letter and legal size, with generally no fewer than five or six pages per staple or clip. This grade also includes binders that require removal or reinsertion of pages. If more than three copies of this grade of job are requested on an order, the job must be charged at Grade B.
"Grade D Litigation Heavy": originals are like those described in Grade C, but also include small stapled and clipped sections of five or fewer pages and mixed sizes of originals, such as receipts, envelopes, statements, etc. Originals may have multiple sticky notes to be removed and replaced. These additional variables require more handling and organization, which lowers the number of copies per hour that can be produced.
"Grade E Glass Work": originals require greater than 50% hand placement on glass, such as receipts, statements, checks, envelopes, and odd sized originals, or are of extremely poor quality that require extensive handling on a page by page basis. If more than three copies of this grade of job are requested on an order, the job must be charged at Grade D.
"Inline" means binding or other finishing performed automatically by a printing device as the document is copied.
"Side Stitch" means stapling a document twice at the left edge.
"Transparencies" means photocopies in either black or CYMK toner on a clear plastic substrate.
"Uncoated Cover" means all uncoated cover stock including all colors and finished of cover weight paper, including smooth, vellum, felt, linen, and laid.
"Uncoated Text" means all uncoated text and book stock including resume paper and Astrobrights text.

A. Black and White Copies

Black and White Copies									
		Quantity: 1-999			Quantity: 1,000-9,999			Quantity: 10,000	
Size	Paper Type	Price per Single Sided Impression	Price per Double Sided Impression	Price per Single Sided Impression	Price per Double Sided Impression	Price per Single Sided Impression	Price per Double Sided Impression	Price per Single Sided Impression	Price per Double Sided Impression
1	8.5 x 11 20# Bond - White	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03
2	8.5 x 11 20# Bond - White, 3-hole Punch	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03
3	8.5 x 11 20# Colored Bond	0.04	0.05	0.04	0.04	0.04	0.04	0.04	0.04
4	8.5 x 11 Uncoated Text, All Types	0.10	0.11	0.10	0.11	0.10	0.11	0.10	0.11
5A	8.5 x 11 Dull or Matte Text, 80#	0.04	0.04	0.04	0.04	0.04	0.04	0.03	0.04
5B	8.5 x 11 Dull or Matte Text, 100#	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04
6A	8.5 x 11 Uncoated Cover, 80#	0.13	0.13	0.12	0.13	0.12	0.13	0.12	0.13
6B	8.5 x 11 Uncoated Cover, 100#	0.16	0.16	0.15	0.16	0.15	0.16	0.15	0.16
7A	8.5 x 11 Coated Cover, 80#	0.06	0.07	0.06	0.07	0.06	0.07	0.06	0.07
7B	8.5 x 11 Coated Cover, 100#	0.07	0.08	0.07	0.08	0.07	0.07	0.07	0.07
8	8.5 x 11 Carbonless 2-part (Black Imprint)	0.05	0.06	0.05	0.06	0.05	0.06	0.05	0.06
9	8.5 x 11 Carbonless 3-part (Black Imprint)	0.05	0.06	0.05	0.06	0.05	0.06	0.05	0.06
10	8.5 x 11 Carbonless 4-part (Black Imprint)	0.06	0.06	0.05	0.06	0.05	0.06	0.05	0.06
11	8.5 x 14 20# Bond - White	0.07	0.08	0.07	0.08	0.07	0.08	0.07	0.08
12	8.5 x 14 20# Colored Bond	0.07	0.09	0.07	0.09	0.07	0.08	0.07	0.08
13	8.5 x 14 Uncoated Text, All Colors	0.37	0.38	0.37	0.38	0.37	0.38	0.37	0.38
14A	8.5 x 14 Dull or Matte Text, 80#	0.11	0.12	0.10	0.12	0.10	0.12	0.10	0.11
14B	8.5 x 14 Dull or Matte Text, 100#	0.11	0.12	0.11	0.12	0.11	0.12	0.11	0.12
15A	8.5 x 14 Uncoated Cover, 80#	0.46	0.47	0.46	0.47	0.46	0.47	0.45	0.47

15B	8.5 x 14	Uncoated Cover, 100#	0.59	0.60	0.58	0.59	0.58	0.59
16A	8.5 x 14	Coated Cover, 80#	0.22	0.23	0.21	0.23	0.21	0.22
16B	8.5 x 14	Coated Cover, 100#	0.24	0.25	0.24	0.25	0.24	0.25
17	11 x 17	20# Bond - White	0.07	0.08	0.07	0.08	0.07	0.08
18	11 x 17	20# Colored Bond	0.11	0.12	0.11	0.12	0.11	0.12
19	11 x 17	Uncoated Text, All Colors	0.37	0.38	0.37	0.38	0.37	0.38
20A	11 x 17	Dull or Matte Text, 80#	0.11	0.12	0.10	0.12	0.10	0.11
20B	11 x 17	Dull or Matte Text, 100#	0.11	0.12	0.11	0.12	0.11	0.12
21A	11 x 17	Uncoated Cover, 80#	0.46	0.47	0.46	0.47	0.45	0.47
21B	11 x 17	Uncoated Cover, 100#	0.59	0.60	0.58	0.59	0.58	0.59
22A	11 x 17	Coated Cover, 80#	0.22	0.23	0.21	0.23	0.21	0.22
22B	11 x 17	Coated Cover, 100#	0.24	0.25	0.24	0.25	0.24	0.25
23	12 x 18	20# Bond - White	0.07	0.09	0.07	0.08	0.07	0.08
24	12 x 18	20# Colored Bond	0.12	0.13	0.12	0.13	0.12	0.13
25	12 x 18	Uncoated Text, All Colors	0.37	0.38	0.37	0.38	0.37	0.38
26A	12 x 18	Dull or Matte Text, 80#	0.11	0.12	0.10	0.12	0.10	0.11
26B	12 x 18	Dull or Matte Text, 100#	0.11	0.12	0.11	0.12	0.11	0.12
27A	12 x 18	Uncoated Cover,80#	0.46	0.47	0.46	0.47	0.45	0.47
27B	12 x 18	Uncoated Cover, 100#	0.59	0.60	0.58	0.59	0.58	0.59
28	12 x 18	Coated Cover, 80#	0.22	0.23	0.21	0.23	0.21	0.22
29	13 x 18	Coated Cover, 100#	0.24	0.25	0.24	0.25	0.24	0.25

B. Color Copies

Color Copies									
			Quantity: 1-999		Quantity: 1,000-9,999		Quantity: 10,000		
			Price per Single Sided Impression	Price per Double Sided Impression	Price per Single Sided Impression	Price per Double Sided Impression	Price per Single Sided Impression	Price per Double Sided Impression	
	Size	Paper Type							
1A	8.5 x 11	24# Digital Laser - White	0.07	0.08	0.06	0.07	0.06	0.07	0.07
1B	8.5 x 11	28# Digital Laser - White	0.07	0.08	0.07	0.08	0.07	0.07	0.08
2	8.5 x 11	Uncoated Text, All Types	0.14	0.15	0.13	0.14	0.13	0.13	0.14
3A	8.5 x 11	Dull or Matte Text, 80#	0.07	0.08	0.07	0.08	0.07	0.07	0.08
3B	8.5 x 11	Dull or Matte Text, 100#	0.07	0.08	0.07	0.08	0.07	0.07	0.08
4A	8.5 x 11	Uncoated Cover, 80#	0.16	0.17	0.16	0.17	0.16	0.16	0.17
4B	8.5 x 11	Uncoated Cover, 100#	0.19	0.20	0.19	0.20	0.19	0.19	0.20
5	8.5 x 11	Coated Cover, All Types	0.10	0.11	0.10	0.11	0.10	0.10	0.11
6A	8.5 x 14	24# Digital Laser - White	0.15	0.17	0.15	0.17	0.15	0.15	0.17
6B	8.5 x 14	28# Digital Laser - White	0.17	0.19	0.17	0.19	0.17	0.17	0.19
7	8.5 x 14	Uncoated Text, All Types	0.44	0.46	0.44	0.46	0.44	0.43	0.45
8A	8.5 x 14	Dull or Matte Text, 80#	0.17	0.19	0.17	0.19	0.17	0.17	0.19
8B	8.5 x 14	Dull or Matte Text, 100#	0.18	0.20	0.17	0.19	0.17	0.17	0.19
9A	8.5 x 14	Uncoated Cover, 80#	0.53	0.55	0.52	0.54	0.52	0.52	0.54
9B	8.5 x 14	Uncoated Cover, 100#	0.65	0.67	0.65	0.66	0.64	0.64	0.66
10A	8.5 x 14	Coated Cover, 80#	0.28	0.30	0.28	0.30	0.28	0.28	0.30
10B	8.5 x 14	Coated Cover, 100#	0.31	0.33	0.31	0.32	0.30	0.30	0.32
11A	11 x 17	24# Digital Laser - White	0.15	0.17	0.15	0.17	0.15	0.15	0.17

11B	11 x 17	28# Digital Laser - White	0.17	0.19	0.17	0.19	0.17	0.19	0.17	0.19
12	11 x 17	Uncoated Text, All Types	0.44	0.46	0.44	0.46	0.44	0.46	0.43	0.45
13A	11 x 17	Dull or Matte Text, 80#	0.17	0.19	0.17	0.19	0.17	0.19	0.17	0.19
13B	11 x 17	Dull or Matte Text, 100#	0.18	0.20	0.17	0.19	0.17	0.19	0.17	0.19
14A	11 x 17	Uncoated Cover, 80#	0.53	0.55	0.52	0.54	0.52	0.54	0.52	0.54
14B	11 x 17	Uncoated Cover, 100#	0.65	0.67	0.65	0.66	0.65	0.66	0.64	0.66
15A	11 x 17	Coated Cover, 80#	0.28	0.30	0.28	0.30	0.28	0.30	0.28	0.30
15B	11 x 17	Coated Cover, 100#	0.31	0.33	0.31	0.32	0.31	0.32	0.30	0.32
16A	12 x 18	24# Digital Laser - White	0.15	0.17	0.15	0.17	0.15	0.17	0.15	0.17
16B	12 x 18	28# Digital Laser - White	0.17	0.19	0.17	0.19	0.17	0.19	0.17	0.19
17	12 x 18	Uncoated Text, All Types	0.44	0.46	0.44	0.46	0.44	0.46	0.43	0.45
18A	12 x 18	Dull or Matte Text, 80#	0.17	0.19	0.17	0.19	0.17	0.19	0.17	0.19
18B	12 x 18	Dull or Matte Text, 100#	0.18	0.20	0.17	0.19	0.17	0.19	0.17	0.19
19A	12 x 18	Uncoated Cover, 80#	0.53	0.55	0.52	0.54	0.52	0.54	0.52	0.54
19B	12 x 18	Uncoated Cover, 100#	0.65	0.67	0.65	0.66	0.65	0.66	0.64	0.66
20A	12 x 18	Coated Cover, 80#	0.28	0.30	0.28	0.30	0.28	0.30	0.28	0.30
20B	12 x 18	Coated Cover, 100#	0.31	0.33	0.31	0.32	0.31	0.32	0.30	0.32

C. Binding

Binding		
Binding Type		Price per Book
1	Staple Upper Left/Right	0.09
2	Side Stitch	0.17

3	Saddle Stitch - Inline, 5.5 x 8.5 Finished Size	0.08
4	Saddle Stitch - Manual, 5.5 x 8.5 Finished Size	0.17
5	Saddle Stitch - Inline, 8.5 x 11 Finished Size	0.16
6	Saddle Stitch - Manual, 8.5 x 11 Finished Size	0.17

D. Envelopes

Envelopes							
All prices are for plain paper, white, gummed flap stock printing only.							
	Envelope Size	Price per 50 Full Panel Design Envelopes	Price per 50 Window Envelope (where applicable)	Price per 250 Full Panel Design Envelopes	Price per 250 Window Envelopes (where applicable)	Price per 500 Full Panel Design Envelopes	Price per 500 Window Envelopes (where applicable)
1	#10	\$8.70	\$8.88	\$38.38	\$39.27	\$75.48	\$77.26
2	A2	\$8.78	Not Available Locally	\$38.77	Not Available Locally	\$76.25	Not Available Locally
3	6" x 9"	\$9.35	Not Available Locally	\$41.65	Not Available Locally	\$82.03	Not Available Locally
4	#9	\$8.79	\$8.96	\$38.83	\$39.71	\$76.37	\$78.13
5	6 3/4"	\$8.58	\$8.94	\$37.79	\$39.57	\$74.29	\$77.86
6	5" x 7" (A7 Envelope)	\$9.13	Not Available Locally	\$40.55	Not Available Locally	\$79.82	Not Available Locally
7	6" x 9"	\$9.35	Not Available Locally	\$41.65	Not Available Locally	\$82.03	Not Available Locally
8	9" x 12"	\$11.44	Not Available Locally	\$52.07	Not Available Locally	\$102.86	Not Available Locally
9	10 x 13"	\$12.03	Not Available Locally	\$55.05	Not Available Locally	\$108.81	Not Available Locally

E. Lamination Services

Lamination Services (Double Sided Lamination Only)		
	Thickness	Price per Square Foot (Presentation Graphics)
1	3.4 mil	\$0.06
2	6 mil	\$0.11
3	10 mil	\$0.18

F. Recycled Content

Recycled Content						
	Paper	Total Recycled Fiber Content	Post-Consumer Recycled Fiber Content	Process Chlorine Free? (Yes or No)	Additional Information Include Brightness	Additional Cost, if any, for recycled
1	20# Bond - White	Not Available	Not Available	Not Available	Not Available	Not Available
2	20# Colored Bond	Not Available	Not Available	Not Available	Not Available	Not Available
3	Uncoated Text, All Types	Not Available	30%	Not Available	Cotton Bond	Not Available
4	Dull or Matte Text, 80#	Not Available	Not Available	Not Available	Not Available	Not Available
5	Dull or Matte Text, 100#	Not Available	Not Available	Not Available	Not Available	Not Available
6	Uncoated Cover, 80#	Not Available	80%	Not Available	Environment Stock	Not Available
7	Uncoated Cover, 100#	Not Available	80%	Not Available	Environment Stock	Not Available
8	Coated Cover, 80#	Not Available	Not Available	Not Available	Not Available	Not Available
9	Coated Cover, 100#	Not Available	Not Available	Not Available	Not Available	Not Available
10	Carbonless 2-part (Black Imprint)	Not Available	Not Available	Not Available	Not Available	Not Available
11	Carbonless 3-part (Black Imprint)	Not Available	Not Available	Not Available	Not Available	Not Available
12	Carbonless 4-part (Black Imprint)	Not Available	Not Available	Not Available	Not Available	Not Available
13	Uncoated Text, All Colors	Not Available	Not Available	Not Available	Not Available	Not Available

G. Oversize Copies

Oversize Copies		
Maximum Size	Type	Price per Impression
1 24 x 36	Staple Upper Left/Right, Black and White	Custom Quote
2 24 x 36	Side Stitch, Color	Custom Quote
3 24 x 36	Saddle Stitch - Inline, 5.5 x 8.5 Finished Size, Blueprint	Custom Quote

H. File Copying

File Copying			
	Grade	Description	Price per Impression
1	Grade A	Litigation Standard	Custom Quote
2	Grade B	Litigation Light	Custom Quote
3	Grade C	Litigation Medium	Custom Quote
4	Grade D	Litigation Heavy	Custom Quote
5	Grade E	Litigation Glass Work	Custom Quote

I. Transparencies

Transparencies			
	Size	Type	Price per Impression
1	8.5 x 11	Black and White	Custom Quote
2	8.5 x 11	Color	Custom Quote
3	11 x 17	Black and White	Custom Quote
4	11 x 17	Color	Custom Quote

J. Optional Binding

Optional Binding		
Prices in this section is for binding only. The price for cardstock covers is listed separately as the price for black and white or color copies on cover stock.		
	Size	Price Per Book
1	Pad (Max 2,000 Pads: 5-100 Sheets per pad/Midwest Facility Only)	\$1.21
2	Pad with Chipboard Backing (Max 2,000 Pads: 5-100 Sheets per pad/Midwest Facility Only)	\$1.30
3	Tape/Thermal Bind - Inline, Small	Custom Quote
4	Tape/Thermal Bind - Inline, Medium	Custom Quote
5	Tape/Thermal Bind - Inline, Large	Custom Quote
6	Tape/Thermal Bind - Manual, Small	Custom Quote
7	Tape/Thermal Bind - Manual, Medium	Custom Quote
8	Tape/Thermal Bind - Manual, Large	Custom Quote
9	Spiral/Coil Bind - Small	Custom Quote
10	Spiral/Coil Bind - Medium	Custom Quote
11	Spiral/Coil Bind - Large	Custom Quote
12	Perfect Binding - 8.5" x 11"	Custom Quote

K. Business Cards

Business Cards			
	Single or Double Sided	Description	Text:
1	Single Sided	4 Color Business Card 100# gloss, coated	Name, Title, Address, Phone Number, Fax Number, Cell Phone Number, Web Address, Email Address
2	Double Sided	4 Color Business Card 100# gloss, coated	Name, Title, Address, Phone Number, Fax Number, Cell Phone Number, Web Address, Email Address
3	Single Sided	4 Color Business Card 80# vellum, uncoated	Name, Title, Address, Phone Number, Fax Number, Cell Phone Number, Web Address, Email Address
4	Double Sided	4 Color Business Card 80# vellum, uncoated	Name, Title, Address, Phone Number, Fax Number, Cell Phone Number, Web Address, Email Address

\$9.03

\$10.18

\$9.03

\$10.18

Attachment D – Contractor’s Response to Solicitation #CT21-13

4.1 Mandatory Minimum Administrative Proposal Requirements

This section contains the minimum requirements that must be met in order to be considered for the evaluation phase. All of the items described in this section are non-negotiable. All Offerors must state willingness and demonstrate ability to satisfy these requirements in the proposal submitted for consideration.

1. Offeror certifies that Offeror has a minimum of three (3) years of experience providing services of a similar nature to government or large consortium contracts similar to the Master Agreement sought through this RFP.

American Solutions for Business has a combined 100 years’ experience providing services and support to government and large consortium organizations.

2. Offeror certifies that Offeror has a website that contains its product specifications and service options including contact information for order placement, tracking, problem reporting, and billing concerns.

American’s eCommerce technology is proprietary and was created in-house and because of this, we have the ability to create custom websites that will contain all product specifications and service options including contact information for order placement, tracking, problem reporting, and billing concerns.

3. Offeror certifies that Offeror can provide the goods and services required in the Scope of Work on a nationwide basis.

Because of our company’s flexibility, we are able to source millions of print items and match them with the best printers to fit your specific needs. Whether it’s warehoused forms or print on demand, American can use our industry partnerships to tailor a solution for your program on a nationwide basis.

4. Offeror certifies that Offeror can accept p cards as an acceptable form of payment without any processing or other related fees.

American can accept purchase orders, credit cards, and p-cards without any process or related fees.

5. Offeror certifies that there shall be no minimum dollar or item count under the contract.

Costs agreed upon in this contract will have no minimum dollar or item counts.

6. Offeror shall upload a completed Attachment D - Cost Sheet.

Attachment D – Cost Sheet is uploaded.

7. Offeror shall upload a completed Attachment E - Price Sheet.

Attachment E – Price Sheet is uploaded.

American Solutions for Business Technical Response for Solicitation #CT21-13 (Attachment B - Background and Scope of Work - Amended 3 5 21)

Attachment B
Background and Scope of Work

A. Scope of Work

1. Product and Services Offering

a. Contractor shall provide the following services to Purchasing States.

i. Black and white copies

American can fulfill this print service.

ii. Color copies

American can fulfill this print service.

iii. Binding

American can fulfill this auxiliary service.

iv. Envelope

American can fulfill this print service.

v. Lamination Services

American can fulfill this auxiliary service.

b. Contractor may provide the following optional services to Purchasing States.

i. Oversize Copies

American can fulfill this print service.

ii. File Copying

American can fulfill this print service.

iii. Transparencies

American can fulfill this print service.

iv. Tabs

American can fulfill this print service.

v. Optional Binding

American can fulfill this auxiliary service.

vi. Business Cards

American can fulfill this print service.

2. Ordering

a. Contractor must utilize digital printing technology sufficient to ensure adequate servicing of Purchasing State needs. Contractor must maintain, at a minimum, a web site that contains product specifications and service options, the services agreement, and a coverage map plus contact information for order placement, tracking, problem reporting, and billing concerns. Contractor must offer a user guide that is readily accessible and meets the approval of the Lead State.

American will utilize digital printing technology sufficient to ensure adequate servicing of Purchasing State needs. American has a proprietary eCommerce website that will contain product specifications and service options, the services agreement and a coverage map plus contact information for order placement, tracking, problem reporting, and billing concerns. As a part of our roll out plan American creates custom tutorials and FAQ documents that can be distributed to purchasers of the Lead State and/or accessible on the purchasing website.

b. Purchasing States may also place orders at Contractor's retail locations.

American does not have retail locations. However, Braxton Yorita and his team will go to any Purchasing States' location to work with them on their orders.

b. Purchasing States shall place orders directly with Contractor.

American can receive orders placed directly by the Participating States.

- c. Contractor must have toll free telephone numbers for use by those Purchasing States located outside of the Contractor's toll-free area. This includes both telephone and Facsimile access.

American has a toll-free phone number for use by those Purchasing States located outside of the Contractor's toll-free area. It includes both telephone and Facsimile access.

- d. Purchasing States may submit print ready files or request document preparation assistance.

American can receive print ready documents or assist in document preparations.

- e. After receipt of order, Contractor shall contact Purchasing State by the next business day to confirm specifications of the order and estimated delivery times.

American's eCommerce systems automatically and immediately sends an order confirmation to the Participating State's purchaser's e-mail confirming order specifications and estimated delivery times.

- f. Contractor shall make every effort to accommodate the deadline request of Purchasing States. Jobs will be completed within a timeframe that meets mutually agreed upon deadlines set at the time of the request was made.

American will make every effort to accommodate the deadline request of Purchasing States. Jobs will be completed within a timeframe that meets mutually agreed upon deadlines set at the time of the request was made.

- g. Turnaround times on copy center projects will depend upon the size and complexity of the request. Standard jobs (duplexed, collated, and stapled) should have a maximum turnaround time of 24 hours.

American can accommodate these turnaround times.

3. Delivery, Inspection, and Acceptance

a. Delivery

- i. All shipments are to be delivered directly to the Purchasing Entity's location within the contiguous United States, or to the nearest port of embarkation for Participating Entities outside of the contiguous United States. All shipments will be prepaid by the Contractor and the Contractor shall not add freight charges for partial shipments.

American can deliver directly to the Purchasing Entity's location within the contiguous United States, or to the nearest port of embarkation for Participating Entities outside of the contiguous United States. All shipments will be prepaid by the American and American will not add freight charges for partial shipments.

- ii. Packing Label: All shipments must include a packing label that includes, at a minimum, the following information on the outside of the package:
 - 1. Purchasing State
 - 2. Delivery Address
 - 3. Ordering Entity and Floor
 - 4. Contact Telephone Number

American can ensure all packing labels will include at a minimum information on the Purchasing State, delivery address, Ordering Entity and Floor, and Contact telephone number.

iii. Packing Slip: All shipments must include a packing slip that includes, at a minimum, the following information:

1. Line item description
2. Quantity ordered
3. Quantity included in shipment
4. Number of parcels
5. Purchase Order/Delivery Order

6. Ordering Entity Name

7. All information included on the packing label.

American can ensure all packing slips will include, at a minimum, line item descriptions, quantity ordered, quantity included in the shipment, the number of parcels, and purchase order/delivery order information, ordering entity's name, and all information included on the packing label.

iv. Partial deliveries may be determined to be acceptable by the Purchasing State. However, payment will not be authorized until the entire order is received.

American only invoices once an entire has been received and the order is complete.

v. No additional charges as a result of Contractor error shall be incurred by Purchasing State.

American does not charge for errors on our part.

vi. If Contractor has a store, Purchasing States may elect to pick up orders.

American doesn't have retail locations. However, a Purchasing State may elect to pick up orders at our production facility if needed.

b. Inspection and Acceptance

"Services" as used in this section includes services performed or tangible material produced or delivered in the performance of services.

Acceptance is contingent upon completion of Purchasing State inspection of Services including, but not limited to incorrect quantities, product, random copies, not meeting specifications, damaged in shipping, damaged edges, excess glue, missing pages, damaged covers, trim size, loose covers, pages, and binding, upside down covers or pages, and color match discrepancies. Purchasing State shall report any issues to Contractor within 2 business days of Purchasing State receiving order.

If products or services fail to meet any requirements, Purchasing State may exercise all of its rights. Purchasing State shall have the right to inspect services provided at all reasonable times and places. If any of the services do not conform to order requirements, Purchasing State may require Contractor to perform the services again in conformity with order requirements, without additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, Purchasing State may:

- i. Require Contractor to take necessary action to ensure that future performance conforms to order requirements, and
 - ii. Equitably reduce the payment due Contractor to reflect the reduced value of the services performed. These remedies do not limit the remedies otherwise available at law, or in equity.
 - iii. Purchasing State shall be the sole judge in determining “equals” with regard to quality, price, and performance. Purchasing State reserves the right to refuse payment on Contractor invoices for jobs that do not meet submitted criteria.
- c. All products delivered in poor condition or not ordered may, at the discretion of the Purchasing State, be returned to the Contractor at the Contractor’s expense within thirty (30) days. Credit for returned goods must be made immediately.

Client complaints are taken very seriously at American. If a complaint is filed, American will provide acknowledgement within 24 hours of receipt. In addition, American will record the details of the complaint and will provide the appropriate parties with the plan for resolution of the current issue and a plan of action with necessary steps to make sure it doesn’t happen again. Some complaints will not only be acknowledged within 24 hours but will already be resolved within that timeframe. Resolutions can include reduced cost on the project, replacement of the project, returning of the project goods.

4. Invoicing

Invoices are to be submitted per order. Invoices are to detail itemization of services and materials, and all costs.

American can bill as ship to the individual Participating State on a project level basis. Invoices will detail itemization of services and materials, and all costs.

5. Data Security, Retention, and Wiping

- a. All Purchasing State data will be stored and maintained in data centers in the United States.

American has a secure data center in Minneapolis, MN, which is climate controlled with redundant internet connections (T1 and wireless) and back-up generators for power, along with heat and water sensors. Our network uses Cisco firewall with intrusion protection services and intrusion detection services (IPS/IDS). We run with fiber connections in the data center and T1 for the remainder of our network with rack-mounted blade servers, a SAN data environment with RAID 5 and redundant clustered database and application servers.

Attachment, “SAMPLE Security Doc (SIG Lite 2020)” is an example of American’s security protocols.

- b. Contractor must have procedures to ensure the security of submitted data, ability to be able to securely remove information from systems/equipment once an order has been completed and accepted, and be able to address any residual data stored in a machine after that machine is removed from service.

We comply with privacy requires, such as GDPR and CCPA, as outline in our Privacy Policy.

Once an order is completed, we run backups on our machines and purge any submitted data. We do keep order specs information for 7 years for finance reasons.

- i. Purchasing State may request that files may be retained for future reprints.

If a request is made, American can arrange to retain files at the Participating States' request for future reprints.

6. Customer Service

- a. Support Personnel- Contractor shall have support personnel adequate to the servicing of the resultant contracts.

Braxton Yorita and his 4-person team will support the Participating States' should American be awarded the contract.

- b. Relationship Manager/Lead Representative- Contractor must assign one (1) lead representative for each Purchasing State that executes a Participating Addendum. The lead representative may service more than one (1) Purchasing State of Utah, but multiple lead representatives may not be assigned to a single Purchasing State. Contact information shall be kept current.

American will assign one (1) lead representative for each Purchasing State that executes a Participating Addendum. The lead representative may service more than one (1) Purchasing State of Utah, but multiple lead representatives will not be assigned to a single Purchasing State. Contact information shall be kept current.

- c. Complaint Resolution- Contractor must have in place adequate procedures for addressing and resolving Purchasing States' problems and complaints -- service, equipment or billing.

Client complaints are taken very seriously at American. If a complaint is filed regarding service, equipment, or billing, American will provide acknowledgement within 24 hours of receipt. In addition, American will record the details of the complaint and will provide the appropriate parties with the plan for resolution of the current issue and a plan of action with necessary steps to make sure it doesn't happen again.

- d. Contractor shall provide each Purchasing State with customer service representatives assigned to handle questions and resolve all problems that arise.

Braxton Yorita and his team will be assigned as dedicated support to the Purchasing States.

- e. Service representatives are to be available by telephone or email, at a minimum, from 7:00 am to 6:00 pm in the Mountain Time Zone, Monday through Friday with the exception of Federal holidays.

Service Representatives will be available by telephone or e-mail, at a minimum, from 7:00 am to 6:00 pm in the Mountain Time Zone, Monday through Friday with the exception of Federal holidays.

- f. All service representatives shall have online access to account information and provide a timely response (within 24 hours or next business day if a response is received on a Friday) to inquiries concerning the status of

contract pricing, account and billing questions, and contract compliance requirements.

All service representatives will have the tools and information access necessary to provide a timely response (within 24 hours or next business day if a response is received on a Friday) to inquiries concerning the status of contract pricing, account and billing questions, and contract compliance requirements.

7. Environmental Capabilities.

- a. Contractor shall have the capability to identify products and services that are environmentally conscious.

American The success of American depends on responsible environmental stewardship. We continuously improve our environmental performance through economically sound, ecologically sensitive, socially appropriate, and technologically practical processes. Below is verbiage from American's Environmental Policy: American will:

- Ensure that our operations comply with all applicable environmental laws and regulations.
- Continuously improve our environmental performance using best management practices and emphasizing pollution prevention and efficient use of resources.
- Communicate our environmental policy and performance to our employees and to the public.
- Make environmental considerations a priority in operating existing facilities and planning new operations.

- b. Contractor shall have the ability to provide recommendations of equivalent green products.

American has the ability to provide recommendations of equivalent green products.

- c. Contractor shall provide a product's Material Safety Data Sheet and environmental certification document, if applicable.

American can procure a product's Material Safety Data Sheet and environmental certification document, if applicable.

8. Excluded Items include office supplies, large format exceeding 24 x 36, offset and web printing are not included in the scope of this contract. Graphic design is also excluded, but does not include document preparation assistance.

Although excluded from this RFP, American has the capability to procure/fulfill services including: office supplies, large format exceeding 24 x 36, offset and web printing are not included in the scope of this contract. Graphic design is also excluded, but does not include document preparation assistance.

B. Pricing

1. Pricing shall exclude sales tax, and shall include all Contractor costs (labor, paper, overhead, profits, shipping, etc.) related to performing the tasks set forth in this solicitation. Purchasing States will not pay for any overages. The expectation is for deliverance of quantities ordered.

All pricing shall exclude sales tax, and shall include all Contractor costs (labor, paper, overhead, profits, shipping, etc.) related to performing the tasks set forth in this solicitation. Purchasing States will not pay for any overages. The expectation is for deliverance of quantities ordered.

2. Contractor shall not charge prices greater than proposed in the Contractor's Pricing Proposal for products and services provided under this contract.

All pricing will adhere to the Contractor's Pricing Proposal for products and services provided under this contract.

C. Contract Requirements

1. Marketing and Implementation

Contractor shall be responsible for marketing and implementation in accordance with each Participating State's internal requirements.

American will market and implement in accordance with each Participating State's internal requirements.

2. Contract Manager

a. Contractor shall provide a Contract Manager as the single point of contact for management of the Master Agreement.

Braxton Yorita will be the Contract Manager and single point of contact for management of the Master Agreement.

b. Contractor shall notify the Lead State in the event of a change in Contract Manager.

In the unlikely event that Braxton Yorita can no longer function as the Contract Manager, American will notify the Lead State in the event of the change.

3. Contractor must be appropriately licensed as per the requirements of the Lead State.

American is appropriately licensed to do business in all 50 states.

4. Purchasing States will have different entities utilizing the goods and/or services provided by the Contractor. Contractor must be able to process multiple individual accounts and unique users within a Purchasing State.

Because American's eCommerce technology was developed in-house we are able to set up multi-level user access, approval processes, order tracking and order history through individual username/password access. This technology will be able to process individual accounts across different entities utilizing the goods and/or services provided by American.

**American Solutions for Business Technical Response for Solicitation #CT21-13
(Attachment+C+-+Technical+Criteria)**

Attachment C
Technical Criteria

A. A complete narrative of the Offeror's assessment of the work to be performed, the Offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the Offeror's understanding of the desired overall performance expectations and clearly indicate any options or alternatives proposed.

Because of American's flexibility, we're able to source millions of print items and match them with the best printers to fit your specific needs. Whether it's warehoused forms or print on demand, American can use our industry partnerships to tailor a solution for your program. For the NASPO Master Agreement American is partnering with Navitor as the primary fulfillment

vendor. However, if they are unable to fulfill an emergency order, American's supply chain model really shines. We are usually 10-15 suppliers deep in any specific product category. This allows the flexibility needed when looking for a supply chain partner that carries the appropriate product which can be expedited to meet the required timeframes.

Digital printing/print on demand is currently very popular. For many clients, we recommend that the majority of product be produced on demand as needed. This includes product with static and variable information. This will eliminate warehousing costs, obsolete inventory, slow moving inventory, finance charges, warehousing space, etc. This is a good example of total systems savings. All products and processes are constantly reviewed to determine efficiency. The product usage and application really determines the proper combination of these production technologies. Some items may lend themselves well to print on demand and others may require a minimum amount of product be stored and available for distribution. Most fulfillment methods utilize a combination of all these methods in order to service customer and users properly.

Because there are so many variables involved, turnaround time will depend on program needs. For many clients, we recommend that the majority of product be produced on demand as needed. This includes product with static and variable information. Product will typically ship within 3 days of order receipt and will be in the hands of the end user within a week. This will eliminate warehousing costs, obsolete inventory, slow moving inventory, finance charges, warehousing space, etc. We can also warehouse the product, which allows product to be delivered to user within 24-48 hours of order placement. If there is a certain deadline required, American will do everything possible to facilitate.

Added to the desirability of digital print, negotiating the volume of the comprehensive NASPO ValuePoint Master Price Agreement rather than numerous state and local contracts should result in the most attractive discounts available in the marketplace also allows for the most attractive discounts and best values due to the deep volume.

B. Each item should be addressed with a response to it. Answers must be in sync with each item. If an item has been answered in another area, please list the location. Describe Offeror's abilities regarding:

1. Key Personnel

Identify key personnel who will be responsible for the Master Agreement, including resumes, experience, and expertise for each position or category listed below.

- a. Contract Manager- Contractor shall provide a dedicated Contract Manager with three (3) years' experience managing contracts of a similar nature to manage compliance with the scope and terms and conditions for this contract. Describe in detail the Contract Manager's experience managing contracts of similar size and scope to the one that will be awarded from this solicitation.

Braxton Yorita (P: 808-721-3612 / E-mail: byorita@americanbus.com) will be the primary point of contact responsible for the Master Agreement including Contract Manager. Braxton will be available 24/7 to meet any needs requested. He has extensive experience in managing contracts of similar scope and size. Braxton was previously an Account Director for The Standard Register Company in Hawaii for 23+ years and has over 30+ years total years combined experience. While at The Standard Register Company, one of the programs that he managed was The State of Hawaii - WSCA Digital Print and Quick Copy Program, now known as NASPO. He worked closely with many State department agencies that included: Department of Health (DOH), Department of Human Services (DHS), WIC (Women, Infants, and Children's Nutrition Programs), DAGS, etc. He is very familiar with this program and consistently met and exceeded customer expectations. Braxton helped many customers with printed products, pricing, and services. He also consulted with clients to solve problems, improve current workflow processes, and recommended solutions that provided cost savings for many departments. Braxton is supported by a 4 person team strategically based in Hawaii and on the West Coast.

Wayne Martin – Vice President of Sales West, Strategic Support, American Solutions for Business

Lynn Nakano – Account Manager, Hawaii

Caroline Ching – Account Manager, Hawaii

Susanne Kurihara – Strategic Operations Support, Hawaii

Resumes containing experience and expertise for each team member is included separately with this RFP response.

- b. Usage Report Administrator- Individual will be responsible for the mandatory quarterly usage reports.

Braxton Yorita (P: 808-721-3612 / E-mail: byorita@americanbus.com) will be the primary point of contact responsible for the Master Agreement including Usage Report Administrator. Braxton will be available 24/7 to meet any needs requested.

- c. Sales and Sales Management.

Braxton Yorita (P: 808-721-3612 / E-mail: byorita@americanbus.com) will be the primary point of contact responsible for the Master Agreement including Sales Manager. Braxton will be available 24/7 to meet any needs requested.

- d. Marketing.

Braxton Yorita (P: 808-721-3612 / E-mail: byorita@americanbus.com) will be the primary point of contact responsible for the Master Agreement including Marketing. Braxton will be available 24/7 to meet any needs requested.

- 2. Website, Online Catalog, and Ordering Capabilities
 - a. Website.

- i. Website ease of use, availability, and capabilities such as a customizable dashboard related to ordering. Internet URL's may be provided which reference sites that demonstrate the desired functionality.

There are several ways to place orders with American, and we accommodate for whichever is the preferred method. American Solutions for Business uses a proprietary eCommerce tool called ACES for programs requiring an ordering website. You will work with Braxton and his local and corporate teams to build a customized site that fits your brand standards and preferences. Once this site is live, users can simply access the site, choose an item(s) and place their order, which is routed directly to fulfillment. In the early stages of development, you can choose between warehoused versus on-demand, open site vs. password protected, approval process, etc. If a site is not needed, you may place orders via phone or email.

For an example of American's eCommerce tool please visit: www.asbaces.com UN: enterprisedemo PW: demo.

- ii. Procedures for ensuring the security of submitted data including, but not limited to:
 1. Technologies and procedures that will guarantee document security and privacy.

American has a secure data center in Minneapolis, MN, which is climate controlled with redundant internet connections (T1 and wireless) and back-up generators for power, along with heat and water sensors. Our network uses Cisco firewall with intrusion protection services and intrusion detection services (IPS/IDS). We run with fiber connections in the data center and T1 for the remainder of our network with rack-mounted blade servers, a SAN data environment with RAID 5 and redundant clustered database and application servers.

Attachment, "SAMPLE Security Doc (SIG Lite 2020)" is an example of American's security protocols.

2. Method to move files from Participating States to on-site or off-site facilities. American can physically and electronically move files from Participating States to on-site or off-site facilities.

3. Removal of submitted information from systems/equipment once an order has been completed and accepted.

We comply with privacy requires, such as GDPR and CCPA, as outline in our Privacy Policy.

Once an order is completed we run backups on our machines and purge any submitted data. We do keep order specs information for 7 years for finance reasons.

4. Removal of residual data stored in a machine after that machine is removed from service.

When removing a machine from service, we physically destroy any device containing data and/or work with approved vendors that provide a Certificate of Destruction.

5. Payment.

American's eCommerce technology has the capability to accept purchase order or credit card (p cards) as acceptable forms of payment, without any processing or other related fees.

b. Reporting Capabilities including examples.

i. Adhoc Reports.

Because American's eCommerce technology was developed in-house, we are able to access a tremendous amount of historical, statistical and usage data. The following list outlines types of reports we can provide:

- Order Status
- Inventory On Hand
- Ship To Usage Summary
- Order Detail
- Usage Reports
- Back Order Report
- Low Stock Reorder Notice
- Inventory Average Usage Report
- Detail Usage
- Detail Invoice
- Customer Statement
- Summary Statement

ii. Tiered Approval and Tracking.

Because American's eCommerce technology was developed in-house we are able to set up multi-level approval processes and order tracking and order history through individual username/password access.

iii. Account Order History.

Because American's eCommerce technology was developed in-house we are able to set up order tracking and order history through individual username/password access.

c. Ordering Capabilities.

i. Response time once an order is received.

Through American's eCommerce technology an order acknowledgement is sent immediately to the e-mail of the person placing the order

ii. Turnaround times for orders.

Because there are so many variables involved, turnaround time will depend on program needs. For many clients, we recommend that the majority of product be produced on demand as needed. This includes product with static and variable information. Product will typically ship within 3 days of order receipt and will be in the hands of the end user within a week. For Standard jobs (duplexed, collated, and stapled) American can usually meet a maximum turnaround time of 24 hours. This will eliminate warehousing costs, obsolete inventory, slow moving inventory, finance charges, warehousing space, etc. We can also warehouse the product, which allows product to be delivered to user within 24-48 hours of order placement. If there is a certain deadline required, American will do everything possible to facilitate.

During the discovery process with new clients, we will set up a Service Level Agreement (SLA). We will obtain specific criteria, so that you "set the bar" for your customer satisfaction level.

Each of our customers provides us with SLA's that we need to adhere to and are tracked for our quarterly reviews. Agreements set in place generally cover topics such as response time, fulfillment rate, order accuracy, average lead time and inventory turn.

iii. Ability to deliver products and services nationally.

We have access to thousands of vendors all over the U.S. and overseas and can easily find the best supplier to produce and deliver the job. For this sake of this specific RFP, Braxton Yorita will be your main contact for our Hawaii office, where we employ 9 salespeople and a support team. He will be available 24/7 to support your specific needs.

iv. Ability to maintain multiple ship-to locations for orders and billing.

Because American's eCommerce technology was developed in house we are able to create, maintain, and manage multiple ship-to and bill-to locations. During the discovery process with new clients we gather information on all aspects of order placement in order to ensure the process runs smoothly from start to finish.

v. Tracking of orders/status information.

Tracking and order status are available through our eCommerce technology or through our dedicated customer support team.

vi. Shipping, Delivery, and Returns

1. Include list of all other companies that will be involved in processing, handling or shipping the product to the Participating State.

Navitor Kapolei Facility – Production

UPS, USPS, & FedEx – Deliveries

2. Provide Offeror's normal turnaround time for different types of orders.

Because there are so many variables involved, turnaround time will depend on program needs. For many clients, we recommend that the majority of product be produced on demand as needed. This includes product with static and variable information. Product will typically ship within 3 days of order receipt and will be in the hands of the end user within a week. This will eliminate warehousing costs, obsolete inventory, slow moving inventory, finance charges, warehousing space, etc. We can also warehouse the product, which allows product to be delivered to user within 24-48 hours of order placement. If there is a certain deadline required, American will do everything possible to facilitate.

3. Provide Offeror's delivery and packaging policies.

Our standard packaging is corrugated cardboard, non-branded, and sized to fit our product with minimal movement. In the case of extra space, we utilize paper and/or shipping pillow to fill the gaps and protect the contents. UPS is our preferred shipping carrier, but we have existing relationships with many carriers, including Fed Ex and USPS. Orders can be shipped Ground, 2nd Day Air, and Next Day Air/Standard Overnight. We ship 90% of our products within 48 hours of receipt. Print production facility is determined by ship to location and/or manufacturing capabilities.

4. Provide Offeror's cutoff timelines for same day and next day processing/ordering.

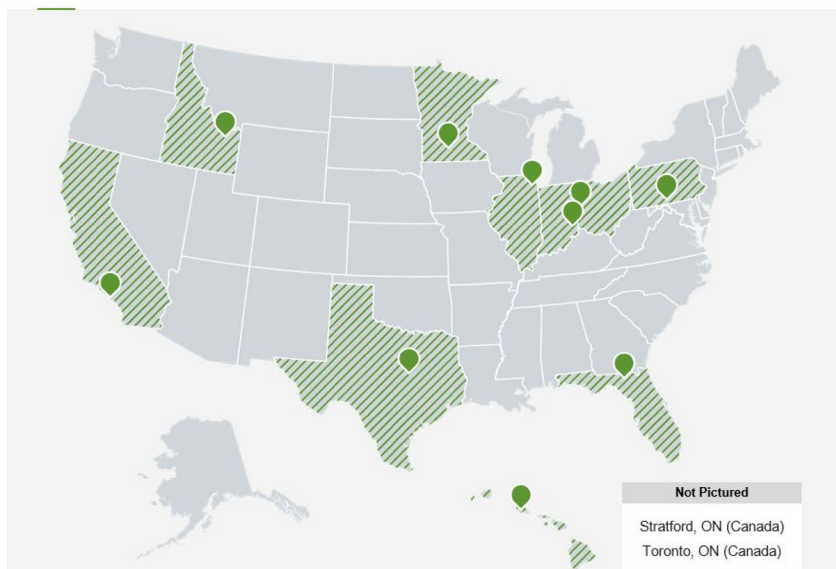
Orders received before 2 p.m. CDT begin production that day (12 p.m. CDT for Folders). Each 24 hours = 1 business day, excluding Navitor company holidays.

5. Provide a list of Offeror's print centers.

American is partnering with Navitor for digital print fulfillment. Please see the map below for Navitor locations and capabilities across the United States.

BUSINESS IDENTITY

LOCATIONS



Featured Capabilities

- Die Cutting
- Digital Printing
- Embossing/Debossing
- Engraving
- Envelope Converting
- Foil Stamping
- Folding
- Gluing
- Letterpress
- Offset Lithography
- Pick, Pack and Warehousing
- Sewing and Embroidery
- Silkscreen and Sublimation
- Thermography
- Variable Data Printing
- Wide-Format Printing

5

- a. If print center is not located in a Purchasing State's state, indicate where the shipments originate from and what the Offeror's contingency plan is for road closures and delays caused by inclement weather.

The primary facility for fulfilling the Purchasing States' projects is the Navitor Kapolei Facility: 91-489 Komohana St, Kapolei, HI 96707. Navitor's footprint allows backup printing at Mainland facilities. Automated workflow allows for quick pivots and flexibility should the environment warrant redirection of production. In addition to Navitor contingencies American has access to thousands of vendors all over the U.S. and overseas and can easily find replacement suppliers to produce and deliver the job.

- vii. Response to emergency orders.

Braxton Yorita will be the primary point of contact responsible for the Master Agreement. Braxton will be available 24/7 to meet any needs requested. In the event of an emergency order we will do whatever it takes to source the product as quickly as possible. Navitor has locations across the United States available. However, if they are unable to fulfill an emergency order, American's supply chain model really shines. We are usually 10-15 suppliers deep in any specific product category. This allows the flexibility needed when looking for a supply chain partner that carries the appropriate product which can be expedited to meet the required timeframes.

- viii. Ability of Participating State to verify that they received contract pricing. Provide a detailed description of the various methods by which a Purchasing State can access product information and pricing to ensure discounts are applied to the contracted items.

When American develops an eCommerce solution, we work with our clients through an extensive Discovery process where we gather all pertinent details required to build the custom

site, including any contract pricing. Any price visible on our eCommerce platform will be the approved contract price. If any Participating State has questions or concerns, they can contact our team via the website, phone, or e-mail.

ix. Payment methods and invoicing process.

American's eCommerce technology has the capability to accept purchase order (invoiced at net 30 days) or credit card (p cards) as acceptable forms of payment, without any processing or other related fees.

3. Products and Services Offering

- a. Breadth of Offering - Describe breadth of digital print and copy service offerings. Offeror must clearly distinguish between products and service offerings that are available when the proposals are submitted versus offerings that may be available at some designated or undesignated time in the future.

American can offer B/W and Color digital printing on all the sizes (standard and oversize) and stocks (paper, envelope, business cards, transparencies, and tabs) listed for this RFP. We offer file copying services. We can also offer all of the auxiliary services including the binding (stapling, side stitch, saddle stitch, padding, tape binding, spiral/coil binding, and perfect binding. We also offer lamination services.

- b. Ability to provide design assistance and file preparation.

Design Services are available if needed.

c. Billing and Pricing Practices

- i. Billing practices including how billing practices are transparent and easy to understand for Purchasing States.

We ensure that all costs are addressed up front. Cost savings for our customers is "top of mind" for all American associates. We strive on a daily basis to uncover savings opportunities for our customers and share those ideas as appropriate. During the discovery process with new clients, we will set up a Service Level Agreement (SLA), where we will obtain specific criteria, so that you "set the bar" for your satisfaction level. This helps create a better understanding between both parties.

- ii. Without including pricing, describe how pricing will remain competitive over the term of the Master Agreement, if awarded.

In addition to providing fair and competitive pricing on what is being requested, we will also provide other recommendations and pricing options to end users for better overall savings.

4. Customer Service.

- a. Customer service/problem resolution.

Client complaints are taken very seriously at American. If a complaint is filed, American will provide acknowledgement immediately and address them with our corporate office if necessary. In addition, American will record the details of the complaint and will provide the appropriate parties with the plan for resolution.

- b. Ability to meet service needs of Purchasing States.

American constantly conducts monthly product knowledge, customer service and software training with our CSR's ensuring optimum vendor to customer performance. In addition, American keeps abreast of new technologies, marketplace happenings, new products, and other tools through our industry associations. We will share our findings with key individuals within your organization to ensure you have access to the latest information.

- c. Training instructions for ordering, online ordering, product delivery, product returns, and customer services processes.

As a part of the American program we can schedule in person or webinar sessions with your employees that will include the online ordering process, information on product delivery and returns, and our customer service processes. In addition to this we can create tutorials, written and recorded for later referencing.

5. Statement of Experience.

- a. Past experience working with the government sector.

Braxton Yorita will be the primary point of contact responsible for the Master Agreement including Contract Manager. Braxton will be available 24/7 to meet any needs requested. He has extensive experience in managing contracts of similar scope and size. Braxton was previously an Account Director for The Standard Register Company in Hawaii for over 30 years. While at The Standard Register Company, one of the programs that he managed was The State of Hawaii - WSCA Digital Print and Quick Copy Program, now known as NASPO. He worked closely with many State department agencies that included: Department of Health (DOH), Department of Human Services (DHS), WIC (Women, Infants, and Children's Nutrition Programs), DAGS, etc. He is very familiar with this program and consistently met and exceeded customer expectations. Braxton helped many customers with printed products, pricing, and services. He also consulted with clients to solve problems, improve current workflow processes, and recommended solutions that provided cost savings for many departments.

- b. Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

American maintains excellent relationships with our customers and suppliers. Neither the entity, or any current officers or directors are involved in any bankruptcies, reorganizations, state investigations, or lawsuits.

- c. Approximate dollar value of the business' five (5) largest contracts in the last three (3) years, under which the Offeror provided services similar in size and scope to those required by this solicitation.

In the last three years, American has held hundreds of large contracts. The five applicable customers with services similar to this bid have brought in sales of over \$45 million.

- d. Customer Service Experience

- i. History of meeting the shipping and delivery timelines.

We will work with the Participating States to ensure timely delivery. We have an excellent track record of on time delivery for events. If a deadline is missed, we will work with you to ensure a fair resolution. We have a 95% on-time delivery.

ii. Average Fill Rate

American has maintained a 95% track record for completing in stock shipments. During the discovery process with your organization, we will set up a Service Level Agreement (SLA). We will obtain specific criteria so that you “set the bar” for your customer satisfaction level.

iii. Average on time delivery rate

We have a 95% on-time delivery rate.

6. Marketing and Implementation

a. Customer transition.

American will tailor a marketing strategy based on conversations with the customer during which we will design the marketing strategy to be implemented upon being awarded the endorsement. As soon as the customer is ready, we will meet with their team for introductions, program analysis and technology needs. If an eCommerce solution is needed, we will follow the implementation plan:

Implementation of online eCommerce sites vary depending on the eStores and products involved and take approximately 4-6 weeks on average to implement once all information and requirements are received. American will go through the following process to ensure that we can DELIVER the smoothest implementation and transition possible.

The typical process is outlined below:

DISCOVERY - Needs Analysis

Profile for documentation & communication

Determine technology & service needs

Review cost center logic

Review implementation requirements

DEVELOPMENT - Tailor

Customize ACES online store

Reporting & technology integration

Develop implementation plans & timeframes

Warehousing & distribution

TRANSITION - Test

Test ACES

Inventory transfer & ownership

Finalize agreements

LIVE - Apply

Roll-out & in-service ACES/training

Program marketing

Ongoing goals & objectives

- b. Implementation Plan including a description of rollout materials and a description of the methodology (mailings, meetings, seminars, and press releases).
 - i. Identifying contracting personnel who will assist states with the completing and processing of Participating Addendums.

Braxton Yorita and his team will tailor a marketing strategy based on conversations with the customer. We will design the marketing strategy to be implemented upon being awarded the endorsement. As soon as the customer is ready, we will meet with their team for introductions, program analysis and technology needs. If an eCommerce solution is needed, we will follow the implementation plan:

Implementation of online eCommerce sites vary depending on the eStores and products involved and take approximately 4-6 weeks on average to implement once all information and requirements are received. American will go through the following process to ensure that we can DELIVER the smoothest implementation and transition possible.

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Review cost center logic

Review implementation requirements

DEVELOPMENT - Tailor

Customize ACES online store

Reporting & technology integration

Develop implementation plans & timeframes

Warehousing & distribution

TRANSITION - Test

Test ACES

Inventory transfer & ownership

Finalize agreements

LIVE - Apply

Roll-out & in-service ACES/training (written tutorials, recorded tutorials, and in person and/or web based training meetings)

Program marketing

Ongoing goals & objectives

- c. Additional marketing after initial rollout has been completed including sample rollout and marketing materials.

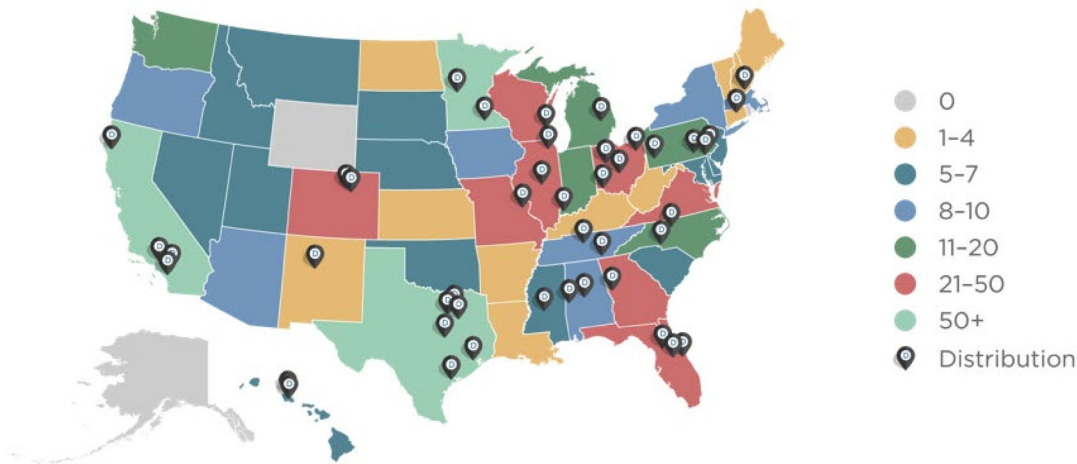
Please see attached samples of American's Implementation Plan and Launch Announcement Samples.

7. Nationwide Coverage

- a. Number and location of service centers in each Participating State including a map that indicates the number and type of sales, support personnel or other resources that will be employed to service the contract and hours of operation.

American has over 600 sales associates and offices and over 450 support staff across the country that can be called upon to service Participating States.

American Sales Associates & Distribution Centers



- b. NASPO ValuePoint, Participating States, and Purchasing States reserve the right to competitively solicit for additional sources for commodities during the contract term, where deemed to be in the best interests of the Participating State(s) or entities involved. Further, Participating States may have existing awards for commodities within the scope of this solicitation. Any Participating State reserves the right to award partial commodity categories or not participate in the award if deemed to not be in the best interests of that State.

In the past 40 years, American has formed strategic alliances with hundreds of manufacturers that specialize in product segments and possess varying production capabilities. This enables us to assess the needs of our customers and place orders with the manufacturing organization best suited to produce a particular product. In addition, there is enough redundancy among manufacturers that we can create ongoing price and quality competition by leveraging the volume we represent. We continually employ strategic sourcing strategies on behalf of our clients to achieve reductions in product cost and the optimum in quality. American's business model gives us the flexibility to meet your ever changing needs.

- c. Emerging Small Business (ESB), Minority Business Enterprise (MBE) Veteran Owned, and Disabled Veteran Owned business.
- i. Some Participating States may desire to purchase services from ESB/MBE/WBE/V/DV companies to meet participation goals or requirements. Some Participating States may or may not have an ESB/MBE/WBE/V/DV program

and therefore each state will integrate this into its Participating Addendum, if applicable. In some Participating States, to qualify as an ESB/MBE/WBE/V/DV supplier the listed companies must be registered with either the government or a recognized certifying entity and provide a certification type and number. Registered ESB/MBE/WBE/DV companies must be operating from a legitimate commercial site, carry all applicable insurance policies, required business licenses, and have operated continuously for at least two years. Please explain how the Offeror will provide opportunity for, ESB/MBE/WBE/DV companies.

THIS ITEM IS NOT SUBJECT TO SCORING.

American Solutions for Business has a close partnership with Women Business Enterprise (WBE), American Diversity Business Solutions, satisfying any request to do business with a minority company. American Diversity was founded in 1992 and provides business marketing solutions, promotional products and apparel, documents and supplies as well as eCommerce and strategic program management solutions to a wide range of clients nationwide.

8. Value Add: Other Offeror programs, capabilities, and product characteristics that provide additional value or administrative pricing savings to the Participating States.
 - a. Include any additional products and/or services not included in the scope of the solicitation that Offeror believes will enhance and/or add value to this contract for Participating States. Offeror must provide detailed descriptions of any additional products and services being offered as a part of their proposal, and the State of Utah reserves the right to reject any value add products or services, which it deems to be unrelated to the scope of this RFP.

American Solutions for Business is a nationwide provider of printing, promotional products, packaging, office supplies, distribution services, and electronic business solutions. While our product mix has diversified over the years, we continue to maintain our status as a leading independent distributor of printed and promotional products in the nation. American is a one stop shop for all of your business needs and is able to provide the following products and services:

- Apparel
- Business Documents
- CD/Video Production
- Creative
- Data Center Supplies
- Document Management
- eCommerce Solutions
- Industrial Supplies
- Mailing Systems & Services
- Marketing Solutions
- Mutual Marketing Partnerships
- Technology Solutions
- Packaging Products & Solutions
- Promotional Products

- Program Management
- Office Supplies/Furniture
- Strategic Program Management
- Warehousing/Distribution

b. All products or services offered in this section are subject to the same requirements as products or services offered in Attachment B.

During the discovery process with new clients, we will set up a Service Level Agreement (SLA). We will obtain specific criteria, so that you “set the bar” for your customer satisfaction level. Each of our customers provide us with SLA's that we need to adhere to. This varies by customer based on what is critical to them. SLA's are tracked and provided to our customers during quarterly reviews. Examples of SLA's include:

- Response Time
- Fulfilment Rate
- Order Accuracy
- Average Daily Orders
- Average Lines Per Order
- Average Lead Time
- Billing Accuracy
- Return Frequency
- Inventory Turn
- Inventory Valuation