



STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT

GSD/PD 003-C (Rev. 01/09)

Price Agreement
Award

Awarded Vendor
0000008581
Moore Wallace North America, Inc.
dba RR Donnelley
4273 Montgomery, NE, Suite 250
Albuquerque, New Mexico 87109
Telephone No. (505) 268-0681

Price Agreement Number: 90-000-00-00054

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Required

Ship To:
All State of New Mexico Agencies, Commissions,
Institutions, Political sub-Divisions and local public bodies
allowed by law.

Invoice:
As Requested

Procurement Specialist: Brenda Chacon

Telephone No.: (505) 827-0488

Commodity: **Batch Mailing Services**

Term: **September 4, 2009 thru September 3, 2010**

This Contract is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Contract.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 09/02/09

Purchasing Division, 1100 St. Francis Drive, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

RM

CM

State of New Mexico General Services Department Purchasing Division**TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED**

1. **General:** When the State Purchasing Agent issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variations has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - A. Neither the order, nor any interest therein, nor any claim there under, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B or as expressly authorized in writing by the state purchasing agent's office. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - B. Vendor agrees that any and all claims for overcharge resulting from antitrust Violations which are borne by the State as to goods, services, and materials Purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent may inspect, at any reasonable time, the part of the contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the vender gives for such to any customer for such supplies or services, and that the rights remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of Merchantability.
9. **Taxes:** The unit price shall exclude all State taxes.
10. **Packing, Shipping and invoicing:**
 - A. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipment not accompanied by a packing ticket.
 - B. The Vendor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - C. Invoices must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include, but are not restricted to acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
12. **Non-Collusion:** In signing this bid, the Vendor certifies he/she has not either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent.
13. **Non-discrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev.,1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).
14. **The Procurement Code:** Sections 13-1-28 through 13-1-99 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
15. All bid items are to be NEW and of most current production, unless otherwise specified.
16. **Payment for purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in section 13-14158 NMSA 1978.
17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to workers' compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this (Agreement) may be terminated by the contracting agency.
18. **Attention:** Failure to complete all information on the bid envelope might necessitate the premature opening of the bid in order to identify the bid file. The bid number should be identified on the outside of the bid envelope.

IMPLEMENTATION GUIDANCE**EXECUTIVE ORDER 2007-049, Revision 1
December 24, 2007****I. SCOPE**

This implementation guidance applies to Executive Order 2007-049 (hereafter "the Executive Order") and applies to all Invitation to Bid (ITB) and Request for Proposal (RFP) based procurements conducted by Executive Branch Agencies for which the ITB or RFP is made available to the general public ("solicited"), through any means, after January 1, 2008.

II. DEFINITIONS

The following definitions apply to the language contained in the Executive Order.

"Contract" means any agreement for the procurement of items of tangible personal property, services or construction derived from an ITB or RFP.

"Contractor" means an employer contracting with the State of New Mexico, which employer has, had, or anticipates having six (6) or more employees who worked, are working, or are expected to work an average of at least twenty hours per week over a six-month period, with said six month period being at any time during the year prior to seeking the contract(s) with the State, or any time during the term of the contract(s) with the State;

"Employer" means any for-profit or not-for-profit business, regardless of location, that employs one or more persons that qualify as a "New Mexico Employee". (See below.) Such definition does not include governmental entities.

"Expected Annual Value" means the amount of money that a Contractor can reasonably expect to be paid through the provision of services or goods made pursuant to a contract with the State of New Mexico. Such reasonable expectation shall be based upon, in order of preference, 1) the face value of a contract if such value exists; 2) projections made by the State based on historical data if such data exists; or 3) best estimates made by the State. In the case of a projection or best estimate, the State's projection or best estimate shall be final and accepted by the Contractor.

"Incremental Plan" means the phased in requirements set forth in the Executive Order.

"New Mexico Employee" means any resident of the State of New Mexico, performing the majority of their work within the State of New Mexico, for any employer regardless of the location of the employer's office or offices.

"Offer" means to make available to all New Mexico employees, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of the Executive Order. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

"Solicited and Awarded" means an ITB or RFP was made available to the general public, through any means, after January 1, 2008 AND the contract(s) sought as a result of that solicitation was/were awarded after January 1, 2008.

"Solicitations" means ITBs and RFPs.

III. SOLICITATION REQUIREMENTS

All Invitations to Bid and Requests for Proposals made available to the public through any means after January 1, 2008 must contain the following language:

1. For all contracts solicited and awarded on or after January 1, 2008: If the offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, offeror must agree to:

(a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or

(c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwmxico.state.nm.us/>.

4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

5. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it), or any other contract that does not contain a specific face value, the Expected Annual Value shall be established by the State based on either projections made by the State based on historical data if such data exists or best estimates made by the State. In the case of such a projection or best estimate, the State's projection or best estimate shall be final and accepted by the Contractor.

IV. CONTRACT REQUIREMENTS

All contracts awarded as a result of any Invitations to Bid or Requests for Proposals made available to the public through any means after January 1, 2008, and awarded after January 1, 2008, must contain the following language, renumbered as may be appropriate:

"New Mexico Employees Health Coverage"

1. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to:

(a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;

(c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

2. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
3. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwmxico.state.nm.us/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000, depending on the dollar value threshold in effect at that time.
5. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it), or any other contract that does not contain a specific face value, the Contractor agrees the State's projection or best estimate shall be final and accepted by the Contractor.

V. EFFECTIVE DATE

This Implementation Guidance shall be effective December 1, 2007.

**State of New Mexico
General Services Department
Purchasing Division**

**STATEWIDE
PRICE AGREEMENT**

ARTICLE I – STATEMENT OF WORK

Under the terms and conditions of this Price Agreement all State of New Mexico Agencies, Commissions, Institutions, Political Sub—divisions and Local Bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each other issued hereunder.

The item and/or services to be ordered shall be as listed under ARTICLE IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. **It is understood that no guarantee or warranty is made or implied, by either the New Mexico Agent or the user, that any order for any definite quantity will be issued under this Price Agreement.** The contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

ARTICLE II – TERM

The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

ARTICLE III – SPECIFICATIONS

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under ARTICLE IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

ARTICLE IV – SHIPPING AND BILLING INSTRUCTIONS

Contractor shall ship in accordance with the instructions of this form. **Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in ARTICLE II-TERM.** The contractor shall enclose a packing list with each shipment listing the order number, Price Agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

ARTICLE V – TERMINATION

This Price Agreement may be terminated by either signing party upon written notice to the other at least **thirty (30)** days in advance of the date of termination. Notice of termination of the Price Agreement **SHALL NOT AFFECT ANY OUTSTANDING ORDERS.**

ARTICLE VI – AMENDMENT

This Price Agreement may be amended by mutual agreement of the NM State Purchasing Agent and the contractor upon written notice by either party to the other. An amendment to this price Agreement **SHALL NOT AFFECT ANY OUTSTANDING ORDERS** issued prior to the effective date of the amendment as mutually agreed upon, and as published by the NM State Purchasing Agent. Amendments affecting price adjustments and/or extension of contract expiration are not allowed unless specifically provided in the bid and contract documents.

ARTICLE VII – ISSUANCE OF ORDERS

Only written signed orders are valid under this Price Agreement. Form SPD-001A is approved for state agencies issuing Contract orders under this Price Agreement. Other authorized government entities may utilize Form SPD-001A or forms adapted by them for their own use.

ARTICLE VIII – PACKING (IF APPLICABLE)

Packing shall be in conformance with standard commercial practices.

ARTICLE IX – PRICE SCHEDULE

Prices as listed in the Price Schedule hereto attached **ARE FIRM.**

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION
PRICE AGREEMENT #: 90-000-00-00054

PAGE -8

ITEM * APPROX * UNIT *	ARTICLE AND DESCRIPTION	UNIT PRICE
* QTY *		

This Invitation to Bid is to establish a Statewide Price Agreement for "Batch Mailing Services."

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-by-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Director at the same price, terms and conditions. This agreement shall not exceed (4) years.

PLEASE NOTE: Using Agencies must comply with the State Use Act (13-1C-1 NMSA 1978). The current Central Non-Profit Agency must be given the opportunity to perform this work prior to utilization of this Price Agreement. A statement of non-availability from New Mexico Abilities must be obtained, prior to utilization of this Price Agreement and retained for audit purposes. They can be reached at nmabilities.org.

Confidentiality:

Any information received from, provided to, or developed by the Contractor under the terms of the Price Agreement, including client-specific information and matters learned during the course of interpretation, shall be kept confidential and shall not be made available to any individual or organization by the Contractor (or their employees, agents and subcontractors) without the prior written approval of the State, except as may be otherwise authorized by law.

In connection with billing and tracking of services, the Contractor shall abide by the following provisions:

Contractor must accept and participate in quality assurance programs and guidelines that the State requests.

Upon completion of the Contractor quality assurance process, the Contractor shall certify in writing that the form(s) is in compliance with the submitted task assignment or change request and is ready for final acceptance testing. The Contractor will provide a list of resources required for conducting the final acceptance test.

The Contractor shall be compensated for work performed at the rate by price per mailed envelope, which will not include gross receipt tax.

Tax Note:

Price shall not include state gross receipts tax or local option tax. Such tax or taxes shall be added at time of invoicing at current rate, and shown as a separate item to be paid by user.

The Contractor shall provide to the state agency detailed, monthly invoicing including cost for:

Recertification forms, itemized bills for plain insertions, and special runs, any printed inserted, metered and sent special runs.

Quarterly reporting printed, inserted, mailed, sent, tax and cost.

Semi-annual reporting printed, inserted, mailed, sent, tax and cost.

Notices printed, inserted, mailed, sent, tax and cost, by single page – double sided, two page – double sided, three page – double sided, four page – double sided, and five page – double sided

Contractor will not be paid for any materials damaged during storage or the printing or mailing process.

Contractor will not be paid for any documents damaged while in transport to or from the Contractor's site.

STATE OF NEW MEXICO
 GENERAL SERVICES DEPARTMENT
 PURCHASING DIVISION
 PRICE AGREEMENT #: 90-000-00-00054

ITEM	* APPROX * * QTY *	UNIT *	ARTICLE AND DESCRIPTION	* *	UNIT PRICE
001		Each	Per Leaf Printing, single static copy		\$0.0347
002		Each	Per Leaf Printing, single sided static and variable copy		\$0.0347
003		Each	Per Leaf Printing, two sided static copy		\$0.0415
004		Each	Per Leaf Printing, two sided static with variable copy		\$0.0415
005		Each	Pre-Press Charge		\$110.00
006		Each	Per Leaf Printing, (4 color process) one sided		\$0.0517
007		Each	Per Leaf Printing, (4 color process) two sided		\$0.0584
008		Each	#10 Window Envelope		\$0.0290
009		Each	Printing on Face		Included
010		Each	Per mail piece processing		\$0.0376
011		Each	Folding		Included
012		Each	Machine inserting		Included
013		Each	Sealing		Included
014		Each	Sorting for optimal postage discounts		Included
015		Each	Additional inserts printed		\$0.005
016		Each	Additional inserts printed by outside source		\$0.005
017		% off	Based on quantities		
			100,000 – 150,000		5%
			150,001 – 300,000		10%
			Over 300,000		15%

17 Items Total