



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

November 17, 2011

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: MICHAEL BACU
STATE CONTRACT PROCUREMENT OFFICER
302-857-4522

SUBJECT: **AWARD NOTICE – ADDENDUM # 7**
CONTRACT NO. GSS09576-MAILMACHIN
POSTAGE AND MAIL PROCESSING EQUIPMENT, ACCESSORIES, SERVICES
AND SUPPLIES

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OF
KEY CONTRACT INFORMATION

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GOVERNMENT SUPPORT SERVICES – CONTRACTING
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

Agencies are reminded that pursuant to [29 Del. C., §6308A\(I\)](#), no State of Delaware agency shall procure, purchase or lease any postage meters or equipment for the metering of mail or the affixing of postage without the approval of Government Support Services. A Request for State Agency Postage Equipment/Meter Internal Lease and/or Purchases must be submitted to the Messenger Services Section of Government Support Services and approved prior to the purchase or lease of equipment under this agreement.

http://gss.omb.delaware.gov/messenger/documents/post equip_092407aE.pdf

If you are interested in the lease, purchase, service of postage or mail processing equipment, please fill out the [Request for State Agency Postage Equipment/Meter Internal Lease and/or Purchase](#) and submit it to [Matthew Sammons](#), via e-mail or by phone at (302) 857-4570.

2. CONTRACT PERIOD:

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Each Vendors contract shall be valid through November 14, 2010. Each contract may be renewed for two (2) additional one (1) year periods, through negotiation between the contractor and the Government Support Services.

This contract has been extended to expire November 14, 2012.

3. VENDORS:

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Contract # GSS09576-MAILMACHINV01

Pitney Bowes Inc.

Point of contact for **day-to-day activity** pertaining to this Addendum is:

Eric Schmude
Enterprise Strategic Accounts
Mid-Atlantic State and Local Government
Pitney Bowes Inc.
Suite A
3920 Vero Rd.
Baltimore, MD 21227
Phone: (410) 247-1961
Mobile: (804) 205-2419
Facsimile: (203) 460-9653
Email: eric.schmude@pb.com

Website: www.pb.com

All **contractual** related matters:
Arthur Adams
Director, Cooperative Contracts
Pitney Bowes Inc.
One Elmcroft Road
MSC 53-03
Stamford, CT 06926
Email: art.adams@pb.com
Phone: (203) 351-7866
Fax: (203) 460-3827
Cell: (203) 512-8420

The complete details of the contract are located on Comm-Pass at www.comm-pass.com. It is recommended that you search Comm-Pass utilizing the following steps:

- Front page of Comm-Pass **select search for contracts link**,
- Search Page – input **OFF22 in the document number box** and click search,
- Sentence Link – **Click on the sentence link** at the top of the search page and the contract title will appear,
- Click on the **eyeglasses** at the end of the active contract name,
- Click on the **Terms Tab** for additional contract information and click on the **Vendor Tab** to view the list of Contractors.
- Click on the **eyeglasses** for all Contractors to expand the view and at the bottom of the expanded view are the approved cost files. As a Contractor's websites are approved the **Contractor's Name** will become a live link to the pricing which may replace the cost files at the bottom of the expanded view.

4. **PRICING:**

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See Pitney Bowes Category 1 & 2 Cost Sheets.

5. **SHIPPING TERMS:**

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All equipment prices include delivery and installation statewide. It is the vendor's responsibility prior to delivery, to survey and review the particular installation location to ensure the existing proposed location meet the manufacturer's established installation criteria.

6. **DELIVERY AND PICKUP:**

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The contractor **must** deliver equipment and/or supplies statewide. Delivery **must** be F.O.B. destination with **no delivery or travel expenses** paid by the Agency.

The contractor shall furnish equipment within fifteen (15) to twenty (20) business days after receipt of written order or a delivery time mutually agreed upon by the Agency and the Contractor. Contractors **must** notify the Agency in advance of delivery of equipment so that the Agency can make necessary delivery and installation arrangements. Delivery of start-up supplies **must** be made upon delivery of equipment. Delivery shall be made in accordance with instructions (time and quantities ordered) from the ordering agency in reference to a Purchase Order Number. If there is a discrepancy between the purchase order and what is listed on the

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contract, it is the Contractor's obligation to seek clarification from the ordering agency and, if necessary, from Government Support Services.

All deliveries and installation work shall be performed during regular working hours, usually 8:00 A.M. to 5:00 P.M. Monday through Friday. Changes thereto may be granted with written approval of the ordering agency. **Any delivery required to be performed after working hours or on Saturdays, Sundays or legal holidays, as may be reasonably required consistent with contractual obligations and agreeable to both the Contractor and the ordering agency, shall be performed at a negotiated additional expense to the ordering agency.** The Contractor shall obtain prior approval from the ordering agency for performance of work after regular working hours or non-regular workdays at least 24 hours prior to the commencement of overtime, unless such overtime work is caused by an emergency.

The Contractor shall be responsible for the delivery of equipment in first class condition at the point of delivery, and in accordance with good commercial practice. Contractors will also be responsible for the removal of all package material from the premises.

- Packing for shipment shall be provided to adequately protect the product and ensure safe shipment.
- Shipping cases shall be marked to show the name of the Contractor/Manufacturer's, name and address of receiving ordering agency and Purchase Order number.

Equipment provided **must** be strictly in accordance with those contained in contract award. Ordering agencies are authorized to order and Contractors are authorized to ship only those items approved and on contract. If a review of orders placed by any ordering agency reveals that items other than those approved and on contract has been ordered and delivered, Government Support Services will take such steps as are necessary to have the items returned by the ordering agency, regardless of the time elapsed between the date of delivery and discovery of the violation.

Agencies have the choice of purchasing from any vendor depending on individual requirements. Agencies are reminded that pursuant to [29 Del. C., §6308A\(I\)](#), no State of Delaware agency shall procure, purchase or lease any postage meters or equipment for the metering of mail or the affixing of postage without the approval of Government Support Services. A Request for State Agency Postage Equipment/Meter Internal Lease and/or Purchases must be submitted to the Messenger Services Section of Government Support Services and approved prior to the purchase or lease of equipment under this agreement.

http://gss.omb.delaware.gov/messenger/documents/post equip_092407aE.pdf

All purchase orders and other correspondence must reference the contract number.

VENDOR	MASTER PRICE AGREEMENT	CONTRACT NUMBER	CATEGORIES OFFERED
Pitney Bowes, Inc.	OFF22 - 3	GSS09576-MailMachinV01	Category 1, Category 2, Sub-Category 2A, 2D and 2E equipment, accessories, services and supplies

7. **CATEGORIES:**

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Category 1 - Postage and Mailing Systems Equipment, Accessories, Service and Supplies

- Including full equipment and accessory product line,
- Service maintenance levels –
 - Plan A - Annual plan -normal business hours rate,
 - Plan B - Time and Materials – Hourly Rate normal business hours, % off Parts,
 - Time and Materials – Hourly Rate weekend business hours, % off Parts,

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- Time and Materials – Hourly Rate holiday business hours, % off Parts,
- Time and Materials – Hourly Rate 24x7 business hours, % off Parts,
- Time and Materials – Hourly Rate 2 hour emergency response normal business hours, % off Parts,
- Supplies and consumables- % discount off, dated catalog specific to contract scope,
- Mailroom furniture- % discount off, dated catalog specific to contract scope.

Category 2- Mail Processing Equipment, Accessories, Service and Supplies

- Including full equipment and accessory product line,
 - Service maintenance levels –
 - Plan A - Annual plan -normal business hours rate,
 - Plan B - Time and Materials – Hourly Rate normal business hours, % off Parts,
 - Time and Materials – Hourly Rate weekend business hours, % off Parts,
 - Time and Materials – Hourly Rate holiday business hours, % off Parts,
 - Time and Materials – Hourly Rate 24x7 business hours, % off Parts,
 - Time and Materials – Hourly Rate 2 hour emergency response normal business hours, % off Parts,
- Supplies and consumables- % discount off, dated supply catalog specific to contract scope, for the following sub-categories;
- Mail processing furniture- % discount off, dated catalog specific to contract scope
 - 2A. Folding/Inserting Equipment
 - 2B. Folding Equipment
 - 2C. Tabbing Equipment
 - 2D. Sorting Equipment
 - 2E. Mail/Letter Opening Equipment.

ADDITIONAL TERMS AND CONDITIONS

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8. BILLING:

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

9. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

10. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

11. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

12. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

13. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

14. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

15. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the

contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.

- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

16. EQUIPMENT CONFIRMATION FORMS

For new equipment orders: The Eligible Entity and the Contractor must complete the equipment confirmation form prior to issuing an order. Contractors **can not** require an Eligible Entity to execute any additional documents or paperwork for a purchase, term lease or rental. Any additional documents or paperwork executed by an Eligible Entity and/or Contractor will be considered void.

A copy of the Equipment Confirmation Form is included with the contract documentation.