



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

February 14, 2013

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

FROM: THERESA NEWMAN  
PROCUREMENT OFFICER  
302-857-4552

SUBJECT: **AWARD NOTICE – Addendum #5, (Effective July 26, 2016)**  
**GSS13576-MAILMACHIN**  
**Mail Room Equipment, Services and Support**

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KEY CONTRACT INFORMATION**

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**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\(l\)](#), 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](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 [Sherry Szczuka](#), via e-mail or by phone at (302) 857-4523.

**2. CONTRACT PERIOD:**

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Each contractor's contract shall be valid through October 12, 2013. Each contract may be renewed for two (2) additional one (1) year periods, through negotiation between the contractor, the State of Arizona and the Government Support Services.

This contract is renewed to expire October 11, 2014

**This contract is renewed to expire October 11, 2016**

**3. VENDORS:**

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**Contract # GSS13576-MAILMACHINV01**  
Arizona Contract # ADSP011-00000411-7  
FSF Vendor ID: 0000000003  
**Pitney Bowes, Inc.**  
3001 Summer Street  
Stamford, CT 06905  
Website: [www.pb.com](http://www.pb.com)

Russell Rodd  
Regional Channel Manager  
Phone: 860-680-3586  
Fax: 203-922-4550  
Email: [russell.rodd@pb.com](mailto:russell.rodd@pb.com)

John Getz  
Major Account Manager  
Phone: 410-269-3230  
Email: [john.getz@pb.com](mailto:john.getz@pb.com)

John Winslow  
Director State and Local Contracts  
Phone: 916-812-6260  
Email: [john.winslow@pb.com](mailto:john.winslow@pb.com)

**Contract # GSS13576-MAILMACHINV02**

Arizona Contract # ADSPO11-00000411-7

FSF Vendor ID: 0035249

Neopost USA Inc.

478 Wheelers Farms Rd.

Milford, CT 06461

Phone: 203-301-3400/203-301-3602

Fax: 203-301-2600

Michael Behringer

Cell: 202-439-6294

Phone: 410-769-8700 Ext. 3003

Fax: 410-931-3202

Email: [m.behringer@neopost.com](mailto:m.behringer@neopost.com)

**4. PRICING:**

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See Attachment A, Pricing 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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All prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

**7. LEASING/RENTAL PROGRAMS:**

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There are a variety of equipment leasing and rental programs. See Attachment B.

**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.

All billing must come directly from Pitney Bowes.

**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.

All payments must to Pitney Bowes.

**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. PURCHASE ORDERS**

Agencies are required to identify the contract number GSS13576-MAILMACHIN on all Purchase Orders (P.O) and shall complete the same when entering P.O. information in the State's Financial Reporting System.

**12. 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.

All orders must go directly to the vendor.

**13. 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.

**14. 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.

**15. 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.

**16. 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>.