STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

January 10, 2019

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

FROM: DENNIS J SMITH
STATE CONTRACT PROCUREMENT OFFICER
302.857.4544

SUBJECT: **AWARD NOTICE Addendum #8 effective (September 23, 2020)**
CONTRACT NO. GSS19091-COPIER_PRI
Copiers, Printers and Multi-Function Devices

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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

ALL ORDERING AGENCIES ARE REQUIRED TO HAVE A FORMAL RECOMMENDATION from the Copier and Multifunction Printer Resource Management Program (CRMP). *No orders may be processed by the vendor without the formal recommendation and PO.* Vendor may fulfill only what is recommended by the CRMP.

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.

2. CONTRACT PERIOD

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Each contractor's contract shall be valid for a **three (3) year** period from **January 14, 2019** through **January 13, 2022**. Each contract may be renewed for **two (2) one (1)** year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. ADDENDUM HISTORY

Addendum #1 updates Sharp model numbers under the same terms, conditions and pricing. Refer to Pricing Spreadsheet Addendum #1.
Addendum #2 updates Toshiba America Business Solutions, Inc. dba Toshiba Business Solutions vendor number and FSF ID under the same terms, conditions and pricing.
Addendum #3 updates Canon model numbers. Refer to Pricing Spreadsheet Addendum #3
Addendum #4 updates Canon model numbers.
Addendum #5 adds Canon Financial Services, Inc. to the contract**.**
Addendum #6 updates Canon model numbers. Refer to Pricing Spreadsheet Addendum #4
Addendum #7 updates Canon model numbers. Refer to Pricing Spreadsheet Addendum #5
Addendum #8 updates Canon model numbers. Refer to Pricing Spreadsheet Addendum #6

4. VENDORS

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GSS19091-COPIER_PRIV01 Hilyard's Business Solutions 1616 Newport Gap Pike Wilmington, DE 19808 FSF: 0000024510 **Primary Contact:** Michael Hilyard Phone: 302-995-2201 ext. 234 Fax: 302-528-2626 Email: mhilyard@hilyards.com **Secondary Contact:** Robert Hilyard Phone: 302-995-2201 ext. 120 Fax: 302-528-2626 Email: rhilyard@hilyards.com **Multi-Awarded All:** **36 Month Lease, Purchase, Short Term Lease Categories**	**GSS19091-COPIER_PRIV02** Canon Solutions America, Inc. 200 Bellevue Parkway, Suite 140 Wilmington, DE 19809 FSF: 0000002684 **Primary Contact:** Dave Hess Phone: 302-793-4036 Fax: 302-793-4012 Email: dhess@csa.canon.com **Secondary Contact:** Brooke McClelland Phone: 302-793-4049 Fax: 302-793-4012 Email: bmcclelland@csa.canon.com **Multi-Awarded All:** **Purchase** **(w/exception to no-bid line items)**

GSS19091-COPIER_PRIV05 Toshiba America Business Solutions, Inc. dba Toshiba Business Solutions 3620 Horizon Drive, Suite 120 King of Prussia, PA 19406 FSF: 0000021505 **Primary Contact:** John Wade Phone: 215-866-7325 Fax: 610-350-2001 Email: john.wade@tbs.toshiba.com **Secondary Contact:** Jim Bingham Phone: 610-350-2023 Fax: 610-350-2001 Email: jim.bingham@tbs.toshiba.com **Multi-Awarded:** **Color Lease Only**	**GSS19091-COPIER_PRIV04** Centric Business Systems, Inc. 10702 Red Run Blvd. Owings Mills, MD 21117 FSF: 0000192775 **Primary Contact:** Jessica Pabst Phone: 410-902-3300 ext. 1070 Fax: 410-902-3313 Email: jpabst@centricbiz.com **Secondary Contact:** Scott Schnabel Phone: 410-902-3300 ext. 1017 Email: sschnabel@centricbiz.com **Multi-Awarded:** **B/W and Color Purchase Only**

GSS19091-COPIER_PRIV06
Canon Financial Services, Inc.
14904 Collections Center Drive
Chicago, IL 60693

FSF: 0000016896

Primary Contact:
Dave Hess
Phone: 302-793-4036
Fax: 302-793-4012
Email: dhess@csa.canon.com

Secondary Contact:
Brooke McClelland
Phone: 302-793-4049
Fax: 302-793-4012
Email: bmcclelland@csa.canon.com

Multi-Awarded All:
36 Month Lease, Short Term Lease Categories
(w/exception to no-bid line items)

5. DELIVERY AND PICKUP

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All multi-function equipment and accessories shall be delivered within twenty (20) calendar days after receipt of written order, unless the ordering agency agrees in writing to an extended delivery. Contractors shall not ship or install without a properly executed formal recommendation from CRMP and purchase order from agency. Notice of delivery shall be made to the state agency five (5) days prior to delivery. The vendor must be able to make delivery and have product available for delivery to all Counties of the State.

a. This schedule shall not exceed twenty (20) calendar days after receipt of order for units offered. The twenty day window will commence on the date that an ordering agency submits by fax or e-mail attachment a signed purchase order and formal recommendation from CRMP.

b. The Contractor must provide the Using Agency contact person with the estimated delivery date within 72 hours of receipt of a purchase order and formal CRMP recommendation.

c. In the event the Primary Contractor is unable for any reason, to make delivery within twenty (20) days (ARO) after receipt of order, the Using Agency and the CRMP officer in the State must be notified.

d. Failure on the part of the Contractor to notify the Using Agency and the State Copier Manager within 72 hours of receipt of an order of the inability to make delivery within twenty (20) calendar days may be grounds for filing a CAR with Government Support Services.

e. The Contractor shall be responsible for all delivery, unloading, staging and storage of machines and accessories.

f. The Contractor shall notify the State at least five (5) business days prior to each delivery; so that necessary final arrangements can be made.

g. The State assumes no financial responsibility to any entity other than the Contractor.

h. Contractors shall not ship or install without a properly executed purchase order from the using Agency and Formal Recommendation Form from the CRMP.

i. Where applicable, the Contractor shall use a route approved by the State for delivery, unloading, staging and storage at the project site.

j. The State shall be responsible for providing areas/sites for all deliveries for final placement is free of unanticipated obstacles which might unreasonably impede the Contractor during the delivery and installation of the work, but shall not be responsible for correcting obstacles which were reasonably anticipatable at the time of execution of the contract.

k. All deliveries and installation work shall be performed during regular working hours, usually 8:00 AM to 4:30 PM, Monday through Friday.

l. Changes thereto may be granted with written approval of the State.

m. Any work required to be performed after regular working hours or on Saturdays, Sundays or legal holidays, as maybe reasonably required consistent with contractual obligations, shall be performed without additional expense to the State.

n. The Contractor shall obtain approval from the State for performance of work after regular working hours or non-regular workdays at least twenty-four (24) hours prior to the commencement of said work, unless such work is caused by an emergency.

o. Department of Corrections has their own criteria and delivery schedule see Attachment 11.

p. The Contractor shall be in a position to provide deliveries which shall include supplies, FOB destination delivery, uncrating, spotting, assembly, installation, making ready for use, start up and training.

q. Deliveries shall be made at such time and in such quantities as ordered, in strict accordance with the instructions from the Using Agency.

r. Multi-function products provided must be strictly in accordance with the Contract. Using agencies are authorized to order and Contractors are authorized to ship only those items covered by the Contract. If a review of orders reveals that multi-function products other than those covered by the contract have been ordered without CRMP approval, the Director will take such steps as are necessary to have the material returned by the Using Agency regardless of the time lapse between date of delivery and discovery of the violation. *Full credit will be required.*

6. SHIPPING TERMS

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F.O.B. destination; freight pre-paid.

7. PRICING

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Prices will remain firm for the term of the contract year. See Pricing Spreadsheet for Pricing under this contract.

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. REQUIREMENTS

This contract will be issued to cover COPIER, PRINTER AND MULTI-FUNCTION DEVICE requirements for all State Agencies and shall be accessible to any School District, Political Subdivision/Municipality, or Volunteer Fire Company. No placements will be made by the vendor without a formal recommendation from the Copier and Multifunction Resource Management Program.

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

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.

17. <u>INVOICING</u>

The agencies participating in the bid may forward their purchase orders ("P.O.") to the successful Vendor(s) in accordance with State Purchasing Procedures. The agencies will complete purchase orders in the First State Financials System per State Purchasing Procedures. Upon request by the Agency, vendor will provide consolidated invoicing for multiple machines. <u>For any Add-on equipment to an existing end-item equipment lease, vendor will apply billing to original end-item equipment PO invoice. No separate invoices for Add-on's will be accepted by the State.</u> The State will not pay incorrect invoices.

18. VENDOR- OWNED LEASE EQUIPMENT AND SUPPLIES REMOVAL

The awarded Vendor shall remove all lease equipment and supplies from the event location (s) no later than the initial lease term end date once all contract obligations by the Vendor have been met. **Equipment not removed 60 days after lease expiration becomes property of State of Delaware Surplus Services unless the CRMP has made advance alternative arrangements with the vendor. For purposes of this contract, lease expiration is considered to be 36 months after actual installation date of the equipment.**

19. COPIER AND MULTIFUNCTION PRINTER RESOURCE MANAGEMENT PROGRAM FUNCTIONS

The Copier and Multifunction Printer Resource Management Program (CRMP) will be responsible for reviewing Agency needs and making formal recommendations and ensuring right sizing of placements. The Copier Management Program will maximize benefits of multi-function equipment while reducing fax machines, desktop and stand-alone printers in the workplace.

a. The CRMP Officer is the person that the contractor will contact after the contract is executed for answers to any questions and concerns about any aspect of the contract.

b. The CRMP will ensure contract compliance with Agencies and Vendor(s).

c. The CRMP is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

d. The CRMP is the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor.

e. All persons and agencies that use the contract must notify and coordinate the use of the contract with the **CRMP, who must approve for placement of such equipment being procured**.

f. If the CRMP determines that the Contractor has failed to perform contractually required work, a Corrective Action Request (CAR) will be completed. Government Support Services will notify the vendor of the contract performance deficiencies requiring resolution within a period of time determined by Government Support Services. This same procedure will be used in any instance where deliverables (i.e. commodities, services, or invoicing) are not in accordance with contract specifications.

g. The CRMP is responsible for working with the Director or his designee on any modification to the scope of work or special projects that may be required during the active contract term.

20. COORDINATION WITH THE CRMP OFFICER

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the CRMP Officer for resolution.

a. Any questions related to performance of the work of the contract by contract users shall be directed to the CRMP Officer.

b. The Contractor may contact the CRMP Officer if the contractor cannot resolve a dispute with the contract users.

c. Cancellations under this contract require CRMP approval.

21. COVERAGE

The awarded vendor (s) must be able to supply statewide delivery and maintenance support per timelines established in this proposal.

22. GUARANTEES

All multi-function products provided shall be in good working order and not subject to excessive remedial maintenance that will have a detrimental effect on the ability of the contract user to meet their agency goals and objectives.

23. PRICING POLICY/OPTIONS

a. **36 Month Operating Lease**: - "All-in" dollar amount per month for a 36 month lease period by component – with no residual or buyout obligation to the State. This includes **unlimited copies, all preventative maintenance and any other required maintenance, along with all supplies, including staples, but excludes paper**.

- There shall be no underutilization or overage charge for copies/prints per month. **The State will only accept proposals with unlimited copies/prints for all devices.** The State recognizes the maximum duty cycle of equipment and if an Agency consistently exceeds this the State will evaluate right sizing equipment and move to a higher performing model. The CRMP will work with the vendor in these instances. Placements are based on specific 3 year average volumes, so expectations of device overutilization are extremely minimal and will be handled by the CRMP.

- The contractor must notify the State agency in writing of the pending expiration of the lease ninety (90) days prior. Lease expiration is considered by the State of Delaware to be 36 months to the day after physical placement and installation.

- All invoices/billing for options added during the initial lease term shall be added to initial equipment PO invoice. **No separate billing for add-on's will be accepted**.

- **Contractors shall not ship or install without both a properly executed purchase order and a formal recommendation form from CRMP**.

- The State has the option to upgrade or downgrade an equipment lease to a different band machine during the life of the lease agreement and the State will not incur penalty fees. *Instances of this are very rare and must be coordinated through the CRMP*. If an Agency requests to upgrade/downgrade, the CRMP will review for approval. If approved, CRMP will notify the vendor to cancel the existing lease, remove the equipment and recommend a new model that is suitable for the Agency.

b. **Purchase with an optional 36 month maintenance charge.**

- Purchase Price: The price includes the basic equipment purchase price with any options selected by the ordering agency.

- Monthly Maintenance Charge: (with 36 month maintenance agreement). This includes all maintenance, unlimited copies, and all supplies, including staples, but excludes paper.

- There shall be no underutilization or overage charge for copies/prints per month. The State seeks unlimited copies/prints for all devices as part of the maintenance agreement. The State recognizes the maximum duty cycle of equipment and if Agency consistently exceeds

this the State will evaluate additional billing for copies over maximum duty cycle specifications.

- Maintenance plans may be canceled with thirty (30) days written notice by the State with no further financial obligation.

- Minimum of one (1) year manufacturer warranty for any purchases.

- **Contractor shall not ship or install without both a properly executed purchase order and a formal recommendation form from CRMP.**

c. **"One-Time/Short-Term" 1 month operating lease: -** "All-in" dollar amount for a 1 month lease period by component – with no residual or buyout obligation to the State. This includes unlimited copies, all preventative maintenance and any other required maintenance, along with all supplies, including staples, but excludes paper.

- There shall be no underutilization or overage charge for copies/prints. The State seeks unlimited copies/prints for all devices. The State recognizes the maximum duty cycle of equipment and if Agency consistently exceeds this the State will evaluate right sizing equipment and move to a higher performing model.

- Contractors shall not ship or install without both a properly executed purchase order and a formal recommendation form from CRMP.

- **This is a "*SPECIAL APPROVAL*" option and no one-month placements may be made without CRMP involvement and approval.**

"New" units are not mandated under this "One-Time/Short-Term" section, however, devices must meet Group requirements as listed in the Pricing Spreadsheets. Due to inventory demands, Vendor may offer a current available model different but equivalent to what is included in their proposal to meet the short term needs of the state. **Maintenance, supplies, functionality and speed requirements must be equivalent to the model the offeror includes in their proposal.**

d. **Hard Drive Removal pricing for all 36 month operating lease groups:-** As an option the State Agencies may request the Hard Drive to be removed and left with the Agency for destruction.

24. ORDERING PROCEDURE DETAILS

The Copier and Multifunction Printer Resource Management Program (CRMP) will be responsible for reviewing Agency needs and making formal recommendations and ensuring right sizing of placements. The Copier and Multifunction Printer Resource Management Program will maximize benefits of multi-function equipment while reducing fax machines, desktop and stand-alone printers in the workplace.

a. The CRMP officer is the person that the contractor will contact after the contract is executed for answers to any questions and concerns about any aspect of the contract.

b. The CRMP will ensure contract compliance with Agencies and Vendor(s).

c. The CRMP coordinates the use of this contract and assists in resolving minor disputes between the contractor and end users.

d. The CRMP is the central coordinator of the use of this contract for all using Agencies. End users process invoices, order supplies, and contract the vendor for any required maintenance.

e. All persons and agencies that use the contract must notify and coordinate the use of the contract with the CRMP, who must approve for placement of such equipment being purchased/leased.

f. Approved orders from the CRMP will have a CRMP Formal Recommendation that must accompany the PO when ordering from the Vendor. **Only orders with a CRMP Formal Recommendation and valid PO may be filled under this contract. *Failure to do so may be cause for termination of contract.***

g. **When the Vendor receives the CRMP recommendation and Agency PO from the ordering Agency, the Vendor has seventy-two (72) hours to acknowledge receipt of order and provide an estimated delivery date.**

h. Notice of any delivery problems is required. The confirmation must be made to the ordering agency as stated in the purchase order.

25. DELIVERY

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All multi function equipment and accessories shall be delivered within twenty (20) calendar days after receipt of written order, unless the ordering agency agrees in writing to an extended delivery. Contractors shall not ship or install without a properly executed formal recommendation from CRMP and purchase order from agency. Notice of delivery shall be made to the state agency five (5) days prior to delivery. The vendor must be able to make delivery and have product available for delivery to all Counties of the State.

a. **This schedule shall not exceed twenty (20) calendar days after receipt of order for units offered. The twenty day window will commence on the date that an ordering agency submits by fax or e-mail attachment a signed purchase order and formal recommendation from CRMP.**

b. The Contractor shall be responsible for all delivery, unloading, staging and storage of machines and accessories.

c. **The Contractor shall notify the State at least five (5) business days prior to each delivery; so that necessary final arrangements can be made.**

d. The State assumes no financial responsibility to any entity other than the Contractor.

e. **Contractors shall not ship or install without a properly executed purchase order from the using Agency and Formal Recommendation Form from the CRMP.**

f. Where applicable, the Contractor shall use a route approved by the State for delivery, unloading, staging and storage at the project site.

g. The State shall be responsible for providing areas/sites for all deliveries for final placement is free of unanticipated obstacles which might unreasonably impede the Contractor during the delivery and installation of the work, but shall not be responsible for correcting obstacles which were reasonably anticipatable at the time of execution of the contract.

h. All deliveries and installation work shall be performed during regular working hours, usually 8:00 AM to 4:30 PM, Monday through Friday.

i. Changes thereto may be granted with written approval of the State.

j. Any work required to be performed after regular working hours or on Saturdays, Sundays or legal holidays, as maybe reasonably required consistent with contractual obligations, shall be performed without additional expense to the State.

k. The Contractor shall obtain approval from the State for performance of work after regular working hours or non-regular workdays at least twenty-four (24) hours prior to the commencement of said work, unless such work is caused by an emergency.

l. Department of Corrections has their own criteria and delivery schedule see Attachment 11.

m. The Contractor shall be in a position to provide deliveries which shall include supplies, FOB destination delivery, uncrating, spotting, assembly, installation, making ready for use, start up and training.

n. Deliveries shall be made at such time and in such quantities as ordered, in strict accordance with the instructions from the Using Agency.

o. Multi-function products provided must be strictly in accordance with the Contract. Using agencies are authorized to order and Contractors are authorized to ship only those items covered by the Contract. **If a review of orders reveals that multi-function products other than those covered by the contract have been ordered without CRMP approval, the Director will take such steps as are necessary to have the material returned by the Using Agency regardless of the time lapse between date of delivery and discovery of the violation. *Full credit will be required.***

26. INSTALLATION PROCEDURES

The Contractor shall provide the following installation service as a minimum:

a. Contractor shall spot, install, and make ready to use all office multi-function equipment and accessories ordered by using agencies as part of the FOB destination delivered price in accordance with the delivery section of this RFP.

b. Work shall be performed and completed during the work schedule developed with the using agency. Installation shall not exceed 1 business day unless approved by the using agency and the CRMP.

c. The Contractor shall supply all materials and tools necessary to perform this service.

d. The State will furnish suitable electric current at its expense to operate equipment. All equipment furnished shall be UL listed. Any wiring and/or cabling required for multi-function devices shall be the responsibility of the state agency.

e. The Contractor shall be responsible for all safety precautions while performing the work. After all work is completed, the area shall be cleaned from any soil, packing materials or waste of any nature caused by the Contractor during the performance of his service.

f. The Contractor shall fully install all equipment and software at the location specified by the state agency. (if applicable)

g. The Contractor shall assist state agency staff in the installation and/or configuration of required software for the operation of the multi function devices.

h. Required assistance for software installation shall be provided at no additional cost to the state agency.

i. Work performed under this contract must comply with all appropriate OSHA standards.

j. Contractor is required to provide with each unit placed in the State a readily visible label indicating the following:
   - Owner of the equipment (State/Department/Division & Vendor)
   - Physical Location (Building, floor, room number)
   - Name of Agency contact for unit
   - Phone numbers to obtain help, supplies and maintenance; and
   - Model number and serial number

k. The Contractor shall supply training to the state agency for multi-function use at no additional cost.

27. METHOD OF OPERATION AND EQUIPMENT ACCEPTANCE BY THE STATE

Agencies using this contract will coordinate with CRMP to select equipment that is most appropriate to each agency's actual needs. Factors will determine which equipment best suits agency needs. Factors include, but are not limited to; volume, equipment performance, space requirements, diagnostics, configuration, additional available accessories, speed, duplexing efficiency and departmental equipment or manpower reductions/consolidations/growth.

a. Delivery must be made within twenty (20) calendar days of the Contractor's receipt of an order.

b. The Contractor must provide the Using Agency contact person with the estimated delivery date within 72 hours of receipt of a purchase order and formal CRMP recommendation.

c. In the event the Primary Contractor is unable for any reason, to make delivery within twenty (20) days (ARO) after receipt of order, the Using Agency and the CRMP officer in the State must be notified.

d. Failure on the part of the Contractor to notify the Using Agency and the State Copier Manager within 72 hours of receipt of an order of the inability to make delivery within twenty (20) calendar days may be grounds for filing a CAR with Government Support Services.

28. TRAINING

Supplier is required to provide on-site appropriate initial training to casual users and key operators at no additional cost to the state, within three (3) days of multi-function product installation.

a. The vendor shall ensure this training is comprehensive enough in length and depth, where it would be reasonable to assume that any person should have the basic knowledge to operate the machine after receiving this training.

b. Initial training will include thorough review of Information Technology (IT) functions relating to customer support on additional “Add-Ons”, i.e. Network print kits, fax functions, scan to network, scan to email, private/secure print, HD Erase Kits, mailbox function, etc. Vendor shall schedule training with Agency and request Agency IT support be present to ensure networking access is available.

c. Advanced training will be provided by the vendor on an as requested basis from the agency without additional cost to the State.

d. Advanced and additional training may be required by the State due to personnel turnover, introduction of new products, etc. at no extra charge to the State on an as requested basis.

29. MAINTENANCE PROGRAM / RESPONSE TIME / DOWN TIME

All maintenance and parts are the responsibility of the Contractor and are to be included in the pricing. The following maintenance services are to be rendered for all Leases or Purchase Multi-function products with maintenance program offered under this contract, as part of the monthly charge.

a. Offerors are required to perform maintenance service for all multi-function products offered in this proposal for all State Using Agencies, School District, Political Subdivision and Volunteer Fire Department, in ALL regions of the State.

b. Supplier's standard maintenance program is acceptable. In addition, maintenance is defined as acceptable work performed by supplier to assure that all features of the equipment are operating per supplier's published standards.

c. Awarded vendor must have **on-site response time of four (4) working hours or less from service call** by the Agency. This means a service technician shall be on the site within this time frame prepared to fix the machine within that time.

d. **For machines that are down longer than sixteen (16) working hours, a loaner machine of the same band size and functional capability must be placed on the 3rd working day until the original machine is repaired and reinstalled**.

e. For placements in State facilities that operate 24 hours/day, 7 days/week, a 24-hour customer service/maintenance contact is required when indicated on the purchase document.

f. A service log will be maintained by the Contractor and kept on-site as part of the copier equipment. See attachment 10. The State will have access to this log for its use. All downtime, no matter what the cause, will be recorded on this log.

g. The State reserves the right to have as an option, the equipment replaced with a like machine until repairs are made and it is returned, or the plan terminated without any financial penalty, if:

- Copier requires five (5) service calls or more in any given 30-day period, no matter what the percent of down time, or:

- The supplier, if requested by the state, will grant a credit to the State for any machine that fails to perform at an effectiveness level of 90% during any given month. The downtime for a machine is computed by dividing the machine failure downtime by the total productive time (minimum of 162.5 hours per month) per month. The credit shall be a percentage amount of the fixed monthly lease/rental/maintenance charge, which is determined by subtracting the actual percentage of effectiveness level attained during the month from 100. (Examples: if the effectiveness level for a machine is 87% for the month, the credit would be 13% of the fixed monthly lease/rental/maintenance charge; if the effectiveness level is 90% or higher, there is no credit due under this provision). Downtime begins when the end user actually places the service call to the Supplier and continues until equipment repairs are completed to the satisfaction of the State. Periodic preventive maintenance, and/or user errors will not count against the down time.

30. PREVENTIVE MAINTENANCE (PM)

Preventative Maintenance (PM) is an integral part of any multi-function products maintenance program and is to be submitted as a written schedule (as recommended by the OEM) and adhered to as part of the maintenance program.

a. Contractor is to perform all Preventative Maintenance (PM) service as recommended by the Original Equipment Manufacturer (OEM).

31. SUPPLIES

a. Contractor shall provide all necessary supplies (except paper) as part of the multi-function product monthly charge. For example: toner, staples, replacement drums, rollers and waste toner bottles are included as supply items. Suppliers are responsible to provide supplies as part of the lease/maintenance agreement.

b. All supplies shall be replenished by the Contractor upon request of the agency.

c. Delivery of supplies should be delivered to the agency within Three (3) business days after request from the agency.

d. Contractors must have supplies available for all multi-function products they are awarded under this contract including, but not limited to: toner, developer, dispersant, concentrate, fuser oil and staples.

32. SUPPLY WARRANTY

Supplies must meet the performance and compatibility requirements of agency equipment, and conform to all OSHA and Right To Know Regulations.

a. Contractors shall provide material that performs in a given machine in such manner that the supplies will produce photocopies that are equal in all respects to the quality and characteristics of an original.

b. Contractor's products shall not cause undesirable or excessive residual accumulation which would reduce copy quality.

c. Supplies shall be packed in substantial commercial containers of the type, size, and kind commonly used for the purpose.

d. Supplies shall have disposal instructions.

33. ASSOCIATED CHARGES

The State will not pay installation charges. Any charges required must be factored into the bid prices.

a. The State will not pay any removal charges.

b. At either the end of the lease agreement or termination of lease agreement, it is the sole responsibility of the Contractor to remove the copier from the premises. Upon request of removal by a state agency the Contractor has 10 calendar days to remove the equipment. It is possible that the equipment on this contract may be removed before the agreement has terminated. The

State of Delaware remains responsible for any pending payments to the term of the contract

regardless of the location of the equipment. **No additional payments or charges beyond the Lease agreement term will be incurred without CRMP approval.**

c. Installation costs will not be incurred by the State for the same manufacturer's equipment which is removed and replaced with an upgraded or downgraded model.

d. For installation that requires network/scan/fax functionality the device must be fully operational at the time of installation, and if any additional software or support functions are needed, the Contractor is to supply to the State of Delaware at no charge.

34. REMOVAL OF EQUIPMENT

Removal of equipment must be coordinated with the Agency. No equipment may be removed without prior notification. An authorized State representative must be present during removal.

a. All machines that are to be removed must be physically removed from the State's premises within ten (10) calendar days from notification by the agency unless otherwise approved by the agency and the CRMP.

b. Leased equipment must be removed at the end of the lease agreement and **no additional payments or charges beyond the contract term will be incurred without CRMP approval.**

c. All removal charges are the responsibility of the awarded vendor.

d. Prior to removal all hard drive memory must be erased and certificate given to State Agency or hard drive removed per Agency request under terms of this proposal.

e. It is possible that the equipment on this contract must be removed before the agreement has terminated. The State of Delaware remains responsible for any pending payments to the term of the contract regardless of the location of the equipment, unless otherwise specified by the CRMP to the vendor for reasons included in this RFP. **For lease expiration after 36-month contract term placement, no additional payments or charges beyond the contract term will be incurred without CRMP approval.**

f. **Awarded vendor must send written notification to the state agency 90 days prior to lease expiration (*installation date is considered lease start date*) alerting to the pending lease expiration date (*36 months after installation date*) and state that equipment must be removed at the end-of-term lease agreement and to contact the CRMP for replacement recommendation.** ***A Follow-Up letter must be sent 45 days prior to lease expiration*** *with the same language as specified in the 90 day letter.*

g. **The Awarded vendor must notify CRMP of any placements that have passed the 36 month placement date (*36 months after installation date*) within 5 days of that date.** The CRMP will then engage the agency to initiate the removal process.

h. **Equipment not removed 60 days after lease expiration (*36 months after installation date*) becomes property of State of Delaware Surplus Services unless the CRMP has made alternative advance arrangements with the vendor. These arrangements must be made in writing and must be CRMP approved.**

35. ACCEPTANCE OF EQUIPMENT BY THE STATE

It will be the Contractor's responsibility to ensure that the equipment is made operational the same day of delivery and producing acceptable copies, prints, scanning to email/network and/or faxing based on the accessories the agency has ordered.

a. The effective date of billing the State shall begin when the State accepts the equipment as meeting the above conditions.

b. Invoicing for all multi-function equipment installations are to be made by the Contractor holding the contract.

c. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with his requirement may delay processing of invoices of payment.

d. All invoices must bear the official contract number assigned by the Government Support Services, and reference the model number, serial number, unit and extended price, and agency name and location.

e. The Contractor shall provide one master statewide account number with unique agency specific identifiers.

f. The State of Delaware does not pay state or federal taxes unless otherwise required under law or regulation.

36. <u>REPLACEMENT OF UNSATISFACTORY EQUIPMENT</u>

If the State finds that the equipment supplied is not giving satisfactory performance, or determines that significant downtime due to frequent remedial maintenance significantly interrupts agency workflow, will be replaced by the vendor at the request of the CRMP in writing.

a. The CRMP must be contacted and provide approval before the removal and replacement can occur.

b. The Contractor, after receiving this written notice, agrees to remove and replace the defective multi-function product, as per the original specifications, within five (5) days of such notice at no cost to the State.

c. Failure to comply may result in the unit(s) being cancelled from the contract.

37. <u>FAILURE TO PERFORM PROVISION</u>

Should a multi-function product fail to perform as specified by the contract, it shall be replaced by the Contractor at no additional charge. The CRMP/Government Support Services Contract Officer shall be notified and will be the primary mediator in this situation. The CRMP will become involved if a Failure to Perform situation cannot be resolved. The Contractor shall have five business days to replace the multi-function product once it is determined the unit is not capable of performing the task.

38. <u>EQUIPMENT TRANSFER AND RELOCATION</u>

In the event of relocation within the same building, it shall be the Contractor's responsibility to assure the prompt relocation of all multi-function products at no cost to the State. The Contractor's expertise and service personnel assistance is important whenever relocation is required.

a. The State reserves the right to transfer any multi-function products, after notification to the

Contractor, to any facility or Agency other than the original place of installation.

b. **The Contractor shall be responsible for preparation of the equipment and moving and will be reimbursed by the State or other using agency where applicable.**

c. Damages resulting from any transfer of Contractor's equipment between State Agencies shall not be the State's responsibility.

39. HARD DRIVE ERASE AND HARD DRIVE REMOVAL

Hard Drive Erase and Hard Drive Removal services are required under this proposal.

a. As part of the contract the Contractor must supply a Hard Drive Erase Kit or provide certificate that the machine memory has been erased prior to removal of lease termination. This cost must be built in to the lease payment.
   - All Hard Drive Erase methods must be compliant with HIPPA, DOD5220.22M., British Standard 7799, ISO17799, NIST 800-88 and NIST 800-36 standards.

b. As an option the State Agencies may request the Hard Drive to be removed and left with the Agency for destruction. **Pricing for Hard Drive removal is included in the Pricing Spreadsheet.**

40. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **GSS19091-COPIER_PRI** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.