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 #4, updating Pitney Bowes Pricing Spreadsheet, effective 10/28/2015**
GSS13576-MAILMACHIN
Mail Room Equipment, Services and Support

TABLE OF CONTENTS OF KEY CONTRACT INFORMATION

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

Award Notice
Contract Number: GSS13576-MAILMACHIN

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

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 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 # ADSPO11-00000411-7
FSF Vendor ID: 0000000003
Pitney Bowes, Inc.
1 Elmcroft Rd
Stamford, CT 06926-0700
Phone: 203-351-7866
Fax: 203-460-3827
Arthur E. Adams, Jr., Director State and Local Contracts
Email: art.adams@pb.com
Website: www.pb.com

Contact: Eric Schmude
Phone: 804-496-6912
Fax: 203-460-9653
Email: eric.schmude@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

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 RESPONSIBLIITIES:

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.