

SCOPE OUTLINE

for

SELF-CONTAINED COMPACTOR LEASE W/OPTION TO OWN

I. SCOPE OUTLINE

The Contractor shall provide a 34 C.Y. self-contained compactor, 48" deck height. Model preferred is Marathon RJ-250SC-34; however, an equal may be approved and accepted. This shall be a multi-year lease with purchase option. The unit shall also include these options: 3-phase, tri-volt power unit; Multi-cycle timer; Controls mounted in panel box face; Hinged breaker bar teeth, $\frac{3}{4}$ and full light; Doghouse to be rear-feed, with dual side doors and interlocks, assembled and mounted; "quick-clean" door option; unit shall be painted any standard color; left side disconnects. Container guides and stops are options that will be determined by the Facilities Maintenance Manager during the site visit.

II. LEASE TERM

The Contractor shall provide the leased Property under the lease PO for a term not to exceed 60 months. The lease term shall commence on the date the Lessee accepts the equipment by executing the Acceptance Certificate, and the term shall continue for the length specified on the Lease PO.

III. PAYMENTS

- A. Full Term Intention The Lessee shall pay the applicable monthly payment for the Leased Property for the full Lease term unless the Lessee terminates the Lease, either for Contractor Default or for non-appropriation of funds as specified in Subsection B of this section.
- B. Non-appropriation The Lessee's obligation is payable only and solely from funds allotted for the purpose of the Lease. If sufficient funds are not appropriated for the continuation of performance under any Lease for any fiscal year subsequent to the one in which the Lessee is issued the Lease PO, the Lessee may return the Leased Property to the Contractor, and thereafter, the Contractor shall release the Lessee of all further obligations under the Lease, provided:
1. The Lessee delivers unencumbered title to the Lease Property to the Contractor;
 2. The Lessee returns the Lease Property to the Contractor in good condition, reasonable wear and tear excepted; and

3. The Lessee gives 30 days written notice of the failure of appropriations to the Contractor, along with a certification that the Lease Property are not being replaced by similar Property from another vendor. In the event the Lessee returns the Leased Property for failure of appropriations, the Lessee shall pay all amounts then due under the Lease through the end of the fiscal year for which sufficient funds were appropriated for the Lease.

IV. LEASING TERMS AND CONDITIONS

- A. Title Title to the Leased Property shall pass to the Lessee upon payment of the final installment or other concluding payment option, after which the Contractor shall have no further interest in the Leased item under this particular document. The Lessee acknowledges that the Leased Property remain personal property during the Lease term and that the Leased Property shall not become a fixture or affixed to real property during that term. The Lessee shall keep the Leased Property free and clear of all encumbrances during the Lease term.
- B. Risk of Loss The Contractor shall assume and bear the risk of loss or damage to, or theft of, the Leased property and all component parts while the Leased Property or parts are in the Lessee's possession, unless the Lessee could have prevented such loss, damage, or theft by exercising reasonable care or diligence in the use, protection, or care of the Leased Property or parts. No loss or damage to the Leased Property or parts shall impair any Contractor or Lessee obligation under the Lease, except as expressly provided in these Leasing Terms and Conditions. If the damage could not have been prevented by the Lessee's exercise of reasonable care or diligence, and the Contractor determines the Leased Property or parts can be economically repaired, the Contractor shall repair or cause to be repaired all damages to the leased Property or their parts. In the event that any of the Leased Property or their parts are stolen or destroyed, or if in the Contractor's opinion they are rendered irreparable, unusable, or damaged, the affected Leased Property shall be considered a total loss and the Lease shall terminate as to those Leased Property, and the Lessee's obligation to pay rent for the affected Leased Property shall be deemed to have ceased as of the date of the loss.
- C. Warranties
1. The Contractor grants to the Lessee the benefit of any and all manufacturer or supplier warranties for the Leased Property during the Lease Term

D. Liability

1. The Lessee assumes all risks and liabilities for injury to or death of any personal or damage to any property, arising out of the Lessee's possession, use, operation, condition, or storage of the Leased item, whether such injury or death be of agents or employees of the Lessee or of third parties, and whether such property damage be to the Lessee's property or the property of others; provided, however, that the damage or injury results from the action or inaction of the Lessee, its agents or employees, and provided that judgment has been obtained against the Lessee, its agents or employees. This provision shall not be construed to limit the governmental immunity of any Lessee.
2. The Lessee shall, during the Lease term, either self-insure or purchase insurance to cover the risks it has assumed under subsection 1 of this Section, including but not limited to risks of public liability and property damage.

V. CONTRACT REQUIREMENTS

1. The Contractor shall maintain the compactor, which includes, but is not limited to, maintaining hydraulic systems; ensuring rails are free of excessive rust buildup and minor preventative maintenance and repairs during the lease term.
2. The Contractor shall be liable to make restitution for all costs for any damage done to any property of SCI-Houtzdale.
3. If damage is done to the compactor throughout the lease term and evidence produces that defectiveness is due to improper handling, transport or negligence on the part of the Contractor, it shall be the responsibility of the Contractor to repair or replace whatever shall satisfy the Institution.
4. Installation shall be in accordance with OSHA and ANSI standards.
5. No other costs or fees can be charged over and above the monthly agreed-upon lease fee.

VI. SITE INSPECTION

There will be a mandatory site visit to ensure all potential bidders have the same specifications and requirements as set forth by the Facilities Maintenance Manager. The site visit will be scheduled for Thursday, January 4, 2018 at 10:00 AM. You must notify the Facilities Maintenance Manager no later than January 2, 2018, if you will be in attendance. Mr. Norvell can be reached at 814-378-1016, M-F from 7:30 am to 3:30 pm. For your bid to qualify, a copy of the signed Site Inspection form must be attached to your IFB.

VII. PAYMENT TERMS

The Contractor shall invoice on a monthly basis for the per-month lease amount. All invoices are to be submitted to the 'bill-to' address on the face of the purchase order. All invoices **MUST** include the purchase order number as well as your SAP Vendor Number. Failure to provide this could result in a delay of your payment. Awarded contractor is encouraged to enroll for electronic payments. Enrollment instructions can be found at www.dgs.state.pa.us

Payment will only be authorized after verification of acceptable performance, submission of detailed and verified invoice.

VIII. BID RECEIPT, OPENING AND AWARD

ALL BIDS MUST BE SUBMITTED ELECTRONICALLY AT www.pasupplierportal.state.pa.us. NO PAPER BIDS WILL BE ACCEPTED. NOTE: The Department will only accept out to two (2) decimal points when entering your bid.

BIDS NOT SUBMITTED ELECTRONICALLY WILL BE CONSIDERED NON-RESPONSIVE AND THEREFORE, DISQUALIFIED.

IX. VENDOR REGISTRATION

In order to do business with the Commonwealth you must register with the Commonwealth to obtain a vendor number. If you already have a vendor number, please disregard this notice. If you do not, please visit www.dgs.state.pa.us for instructions on the registration process.

X. BID RESULTS

Once the bid is awarded, a notice of award will be posted at www.emarketplace.state.pa.us