

FOR

MICROFILM EQUIPMENT, SUPPLIES AND SERVICES

ISSUING OFFICE

**Department of General Services
Bureau of IT Procurement**

IFB NUMBER

6100056936

DATE OF ISSUANCE

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**SPECIFICATIONS
FOR
MICROFILM EQUIPMENT, SUPPLIES AND SERVICES**

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CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
Deadline to submit questions via email to: RA-GSITPROCUREMENT@pa.gov with the subject line "IFB 610056936 Question"	Bidders	11/22/2022 12:00 PM
Answers to potential questions posted to the eMarketplace website (http://www.emarketplace.state.pa.us) no later than this date.	Issuing Office	11/28/2022 3:00 PM
Please monitor the eMarketplace website for all communications regarding this IFB.	Bidders	On Going
Bids must be received by the Issuing Office at: PASupplierPortal website (http://www.pasupplierportal.state.pa.us) no later than this date."	Bidders	12/19/2022 3:00 PM

PART I
SPECIFICATIONS

I-1. Objectives.

- A. General.** The Commonwealth intends to satisfy the need for Microfilm Equipment, Supplies and Services from those interested in submitting bids (Bidders) for this Invitation for Bids (IFB).
- B. Specific.** The Commonwealth intends to award multiple statewide contracts for the procurement and leasing of new Microfilm Equipment, Maintenance, Repairs, Supplies, Accessories, Software and related Services to responsive Bidders who meet the requirements of this IFB. The Commonwealth is seeking Bidders who offer the best discounts from the manufacturer's nationally publicized price list and respond to purchase orders in a timely fashion.

I-2. Nature and Scope of the Project. This IFB involves the delivery of Microfilm Equipment, Supplies and Services to all executive agencies at locations across the Commonwealth. Items covered by the contract include:

- Microfilm Microfiche Readers and associated supplies
- Microfilm/Microfiche camera lenses and associated Supplies
- Microfilm and Microfiche film and supplies (lamps, processing supplies, microfilm jackets)
- Roll Film Readers and associated supplies
- Aperture Card Scanning equipment and associated supplies
- Scanning for Paper and Books
- All sundry supplies associated with Microfilm / Microfiche Reader / Roll Film Readers
- Related Software and software upgrades
- Maintenance and service repairs of new and existing microfilm equipment.
- Document Conversion Services for converting, but not limited to Microfilm and Microfiche (16mm, 35mm, Aperture Cards, and Books etc.) to the agency's desired format (PDF, Jpeg, Tiff, etc.).

I-3. Requirements.

- A. ITPs.** This IFB is subject to the Information Technology Policies (ITP's) {formerly known as Information Technology Bulletins} issued by the Office of Administration, Office for Information Technology (OA-OIT). ITP's may be found at <http://www.oa.pa.gov/Policies/Pages/itp.aspx>.

All bids must be submitted on the basis that all ITPs are applicable to this procurement. It is the responsibility of the Bidder to read and be familiar with the ITPs. Notwithstanding

the foregoing, if the Bidder believes that any ITP is not applicable to this procurement, it must list all such ITPs in its bid, and explain why it believes the ITP is not applicable. The Issuing Office may, in its sole discretion, accept or reject any request that an ITP not be considered to be applicable to the procurement. The Bidder's failure to list an ITP will result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that it would be in the best interest of the Commonwealth to waive the pertinent ITP.

B. Bid Submission. Bids must be submitted electronically via the PA Supplier Portal website on or before the due date specified in the Calendar of Events. Any bid submitted to the Issuing Office in hardcopy format will be rejected. The following documentation must be completed and submitted with a bid:

- Appendix A – Manufactures Discount Sheet
- Appendix B –GSPUR-89 Reciprocal Limitations Act Requirements
- Appendix D – COSTARS Program Election to Participate Form
- Appendix F – Lobbying Certification Form
- Appendix G – BOP-2201-06 Workers Protection and Investment Certification Form
- Appendix H – Enterprise On-Premise Software Services License Requirements Agreement (If Applicable)
- Appendix I- Enterprise SaaS Software Services License Requirements Agreement (If applicable)
- Appendix J- Iran Free Procurement Certification Form

- **Manufactures Authorization Letter** (if applicable). If a Bidder is submitting as a reseller, it must submit a Manufacturers Authorization Letter which clearly states the Bidder is authorized to provide the Original Equipment Manufacturers (“OEM”) equipment and services to the Commonwealth for this IFB. The Manufacturers Authorization Letter must reference the Commonwealths IFB 6100056936 for Microfilm Equipment, Supplies and Services.

- **Price lists.** Price lists must be submitted with the bid proposal for the sole purpose of providing a reference to the various items on the Price list and the Manufacturers price for each item.

C. Bidder Eligibility. To be eligible to submit a Bid, a Bidder must:

1. Be an OEM or an authorized Reseller having at least 5 years of experience selling or servicing the items covered under the contract. All installations and service personnel must be certified by the OEM for installation and repair, where applicable.

D. Pricing.

1. A single percentage discount shall be offered for each category with the manufacturer's product line and shall be based on the manufacturer's nationally published price list in effect at the time of the IFB. Please reference *Appendix A – Manufacturers Discount Sheet*.
2. Bidders are required to submit Price List with their bids for the sole purpose of providing a reference to the various items on the Price List and the Manufacturer's Price and percentage discount for each item.
3. Any replacement models shall be offered at the same discount as the model being replaced. If the model being replaced is no longer available, a new model of equal or better quality and performance will be offered; being compatible with the system(s). Discounts shall be taken off the nationally published price list referenced below.
4. Manufacturer's Suggested Retail Price List (MSRP)
5. In the event that more than one version of a price list is received from Multiple Bidders for the same manufacturer's product line, the bidder offering the older price list must update their price list to the most recent version at the same discounts initially offered or each category. Failure of the Bidders to comply with this requirement may result in rejection of their bid.

E. Price List Changes. Awarded contractors may update their contract price list every quarter or biannually, beginning with the contract date to reflect new products, manufacturer's price changes, deletion of discontinued products, etc.

F. Price List and Catalogs. Awarded contractors shall be required to furnish, without charge, price lists and catalogs identical to those accepted with their bid, including changes (additions, deletions, etc.) pursuant to the contract, to authorize users which request them. Price lists and catalogs must be furnished in an electronic format agreed to by the Commonwealth. If the awarded contractor(s) has an active website, ensure you include this within your bid.

G. Price Changes Applicable only to Term Contracts. This is a term contract for commodities or services, the following provision apply:

1. **Quantity Discounts.** Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions for quantity purchases of any products offered under the contract(s).
2. **Best Pricing Offer.** During the contract term, if a customer becomes aware of better pricing offered by the contractor for substantially the same or smaller

quantity of product outside the contract, but upon the same or similar terms of the contract, then at the discretion of the customer the price under the contract shall be immediately reduced to the lower price.

3. **Sales Promotions.** In addition to decreasing prices for the balance of the contract term due to a change in market conditions, a contractor may conduct sales promotions involving price reductions for a specific lesser period. Promotional prices shall be available to all customers. A contractor shall submit to the Contract Specialist documentation identifying the proposed:
 - a. Starting and end dates of the promotion.
 - b. Products involved; and
 - c. Promotional prices compared to then authorized prices.

4. **Trade-In.** Customers may trade-in equipment when making purchases from the contract(s). A Trade-In shall be negotiated between the customer and contractor. Customers are obligated to actively seek current fair market value when trading equipment.
 - Commonwealth Agencies are to utilize the Pennsylvania Automated Surplus System (P.A.S.S) [Pennsylvania Automated Surplus System \(P.A.S.S\)](#) through the Department of General Services Supplies and Surplus Operations to confirm the Trade In value. Agencies may contact DGS Supplies and Surplus Operations at 717-787-4083.

H. Software. The Contractor may not offer microfilm equipment which requires commercially available software for its use, unless and until the Commonwealth has entered into the appropriate software license agreement with the software licensor depending on if the software is On-Premise or Software as a Service. The Contractor must inform any such software licensor that it must enter into a software license agreement with the Commonwealth that incorporates *Appendix H - Enterprise On-Premise Software Services License Requirements Agreement* or *Appendix I - Enterprise SaaS Software Services License Requirements Agreement* as a material part of the licensor's software license agreement.

I. Related Services. The Commonwealth will purchase the following optional Related Services on a per order basis at its discretion.

The Commonwealth will develop a statement of work (SOW) for optional Related Services utilizing *Appendix O – Statement of Work Template*, which will be attached to the associated purchase order. The Contractor must identify if any subcontractors will be used along with a brief description of the services.

1. **Maintenance /Extended Warranty Services.**

- a. The Contractor must, if requested by the Commonwealth, provide maintenance/extended warranty services for all equipment being offered.
- b. The Contractor must provide a written quote for all maintenance /extended warranty services orders, which the Commonwealth will attach to the associated SRM purchase order.
- c. Orders for maintenance/extended warranty services made during the term of the contract may extend up to three (3) years past the expiration date of the contract.

2. **Training.** The Contractor must provide training upon installation of a new product and as requested thereafter by the Commonwealth. All training services performed during normal business hours must be provided by the Contractor, at no cost to the Commonwealth. The Contractor must provide on-site training to users as identified by the requesting agency.

Training must include, but is not limited to, hands-on activities, videos, and manuals. The Contractor must provide users with hands-on training and materials including a detailed walk-through of all machine features. In addition, if the product is connected to the network, the Contractor must demonstrate remote printing capabilities.

3. **Maintenance, Repairs and Support.**

- a. **For Lease Equipment.** The Original contractor supplying equipment must provide routine and preventative maintenance as well as repair services for the term of the lease. The costs shall be included in the monthly lease cost of the equipment. The maintenance service shall include such service as is necessary to keep the equipment operating satisfactorily.
- b. **For Purchased Equipment.** The Contractor must provide full-service maintenance and repairs to cover all of the specified manufacturer's equipment procured through outright purchase. The Contractor may provide full-service maintenance and repairs for other manufacturer's equipment already owned by the commonwealth agency. Full-service maintenance and repairs must include replacement of all parts and provide all labor for maintenance necessary to keep the equipment in good operating condition. All replacement parts shall be covered by the contract. Replacement parts will be furnished on an exchange basis. Genuine manufacturer's replacement parts shall be used exclusively unless a letter of exception is approved by the manufacturer and commonwealth agency contact person.

4. **Installation.** The Contractor must install equipment if requested by the Commonwealth.

5. **De-Installation.**

- a. The Contractor must de-install and pack the equipment at the operational location
- b. De-installation of Equipment for the purpose of this IFB entails cleaning the hard drive to DOD standards or allowing the Commonwealth to keep the hard drive and packaging the Equipment for storage or removal.

6. **Relocation.**

- a. The Contractor must provide relocation of Equipment with three service levels.
 - i. Within the same building
 - ii. Within twenty- five (25) miles
 - iii. Beyond a twenty –five-mile radius
- b. The Contractor must unpack and re-install the Equipment at the new designated location specified by the Commonwealth. Damages resulting from the relocation of the Equipment is the responsibility of the Contractor.
- c. The Contractor must perform visual and physical system check that can be performed with an operating system.

7. **Asset Tagging.**

- a. The Contractor must affix an identification tag number and the Commonwealth agency inventory tag to the equipment.
- b. Each identification tag must be located such that it is easily accessible and readable by the Commonwealth. Identification numbers will be used as a reference for service calls.
- c. Identification numbers, serial numbers, Commonwealth agency inventory asset tag numbers and other identification information must be provided to the Commonwealth in an electronic format, which can be incorporated into existing equipment databases. The Commonwealth will provide database formats to be used by the Contractor.

J. Service level Agreements (SLAs)/ Liquidated Damages (LDSs)

The following SLAs and LDs apply to the contractor’s performance with each agency.

<u>Performance Metric</u>	<u>Performance Target</u>	<u>Definition</u>	<u>Frequency of Review</u>	<u>Liquidated Damages</u>
Delivery of Equipment.	100%	<p>The Contractor must make the required delivery time within ten (10) business days after receipt of an order.</p> <p>Calculation: (Each Order Delivered after the standard fulfillment time of ten (10) business days = Missed Order)</p> <p>“This SLA may be waived by the ordering agency if an agreed upon date is established as part of the purchase order. If the agreed upon date is missed, a service credit request will be issued.”</p>	Per Order Assessed Monthly	5% of the cost of the order.
Shipment Correction.	100%	<p>The Contractor must correct any incorrect shipment within ten (10) business days after receipt of an order.</p> <p>Calculation: (Each Incorrect Order Corrected after the standard correction time of ten (10) business days = Missed Correction)</p> <p>“This SLA may be waived by the ordering agency if an agreed upon date is established as part of the purchase</p>	Per Order Assessed Monthly	5% of the cost of the order.

		order. If the agreed upon date is missed, a service credit request will be issued.”		
Fix-time. (Measured from the time the Commonwealth submits a trouble ticket to the Contractor, to the time the equipment is returned to full and complete working order during the original warranty period).	95%	Resolve the trouble tickets submitted by each agency, each month, in a fix-time of no more than twelve (12) business hours from the time the trouble ticket was submitted. Calculation: = ((Sum of tickets resolved within 12 defined business hours within measurement window)/ (Total number of tickets opened during 12 defined business hours within measurement window)) expressed as a percentage	Monthly	If the Contractor fails to meet the SLA for two (2) consecutive months, or for a total of three (3) non-consecutive months within a calendar year, the Contractor will be ineligible to receive orders from any agency in the Commonwealth for six (6) months.
Quarterly Report Delivery. (The Contractor must provide the Commonwealth with quarterly reports detailing equipment purchasing activity performance and customer satisfaction).	100%	The reports must be provided to the Commonwealth no later than fifteen (15) business days after the end of the quarter. Calculation: (Each Quarterly Report received after the standard reporting time of fifteen (15) business days = Missed Report delivery)	Quarterly	If the Contractor fails to meet the SLA for two (2) quarters within a calendar year, the Contractor will be ineligible to receive orders from any agency in the Commonwealth for six (6) months.
Monthly Report Delivery. (The Contractor must provide the Commonwealth with monthly reports detailing delivery metrics, response/fix-	100%	The reports must be provided to the Commonwealth no later than ten (10) business days after the end of the month.	Monthly	If the Contractor fails to meet the SLA for two (2) consecutive months or three (3) months within a calendar year, the Contractor

time metrics, and the status of outstanding issues.)		<p>Calculation: (Each Monthly Report received after the standard reporting time of ten (10) business days = Missed Report delivery)</p>	will be ineligible to receive orders from any agency in the Commonwealth for six (6) months.
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Note: Business Days/Hours are Monday – Friday from 7am – 7pm Eastern Time.

The Contractor must reimburse the Commonwealth within 45 days of the missed SLA. The Contractor must pay the LDs by deducting the amount from invoices submitted under this Contract or by sending a check addressed to the Commonwealth of Pennsylvania for the amount of the LDs. All checks must be sent to the following address:

Comptroller’s Office
Attn: Revenue Accounting
555 Walnut St., 9th Floor
Harrisburg PA 17101

The Contractor must attach, along with its check, a breakdown of the reimbursement which includes, at a minimum: Commonwealth agency, SRM purchase order number and reimbursement amount.

K. Reporting.

1. **Monthly Reports.** The Contractor must provide monthly reports to each using Commonwealth agency and a consolidated monthly report to the Office of Administration, Office for Information Technology, Bureau of IT Procurement. The Contractor must utilize *Appendix M – Monthly Report Template*. A monthly report must consist of, and include at a minimum:
 - a. Ordering and delivery report of microfilm equipment, supplies and services purchases which includes at a minimum: Agency Information, Equipment, Supplies or Services information, Order Information, Shipment and Delivery Information and Invoice information.
 - b. Problem and response report which includes, at a minimum: Agency Information, Product or Services Information and Problem/Response Information.
 - c. Outstanding Issues report which includes, at a minimum Requestor Information and Outstanding Issue Summary.

- d. The monthly reports must include all activity by the Commonwealth, as well as for external procurement activity by other state entities.
 - e. The Contractor must provide monthly reports to the Commonwealth no later than ten (10) business days after the end of the month.
2. **Quarterly Reports.** The Contractor must provide quarterly reports to the Department of General Services Bureau of IT Procurement.

The quarterly customer satisfaction report must be delivered in the format approved separately by the Commonwealth which includes, at a minimum: performance of the Contractor in the areas of: quality assurance, accuracy of orders shipped, professionalism, flexibility, competence, timeliness of delivery and response to question.

The Contractor must utilize *Appendix N – Quarterly Report Template* for the remainder of the quarterly report, which must consist of, and include at a minimum:

- a. Sales Summary report which includes, at a minimum: Agency Information, Equipment, Supplies or Services information and Order Information.
- b. Outstanding Issues Summary report which includes, at a minimum: Agency Information and Outstanding Issue Summary.