Specification Part 1 MAILROOM EQUIPMENT

1. <u>CONTRACT SCOPE/OVERVIEW</u>

This Contract will cover the requirements for all using agencies for the purchase and lease of Mailroom Equipment including dedicated software for the operation of machine, scales, openers, inserters, folders, folder/inserters, envelope addressing systems, tabbers, extractors, trackers, bursting equipment, pressure sealers, accessories, imprinting/endorsing equipment, design, training, and equipment maintenance. This Contract will also cover the rental of postage meters.

Items specifically *excluded* from this contract are paper stock, envelopes, forms of any type, and any additional software not required for the operational function of the machine.

Suppliers are not authorized to create a prepaid postage program unless it is approved by the Bureau of Publications.

The Contractor may not offer Mailroom Equipment which requires commercially available software for its use, unless and until the Commonwealth has entered into a software license agreement with the software licensor. The Contractor must inform any such software licensor that it must enter into a software license agreement with the Commonwealth that incorporates either Appendix X, Enterprise On-Premise Software License Requirements Agreement or Appendix Y, Enterprise SaaS Software Services License Requirements Agreement, as a material part of the licensor's software license agreement, as applicable.

2. <u>CONTRACT REQUIREMENTS</u>

United Postal Services (USPS) regulations require, postal meters cannot be owned by any Commonwealth Agency. Under USPS regulations, contractors under this contract must ensure that postage meters are in working order throughout the original and renewal rental/lease periods. The requirement that equipment be new does not pertain to postage meters.

Any Commonwealth agency using this contract will comply with the regulations, including but not limited to the USPS Acknowledgement of Deposit when renting or leasing postage meters.

In the event an agency wishes to have the equipment removed prior to the end of the lease; the supplier may not invoice for other fees except what is owed on the remainder of the lease.

3. ELIGIBILITY

To qualify for an award, the bidder must be the manufacturer of the offered items or an authorized dealer or supplier of the manufacturer's product. If a bidder is not the manufacturer of the offered items, the bidder must include with its bid, a letter signed by the manufacturer or the

manufacturer's representative. The letter must state that the bidder is authorized to sell said manufacturer's products and that the manufacturer will honor any responsibilities under the warranty for the products sold by the bidder if the bidder fails to perform such service and is authorized to bid on this contract. If the letter is not included with the bid this may result in the rejection of the bid.

4. PRICE

All bidders must complete the **Bidders Workbook** for each category they are bidding on. The price percentage discount listed on the price spreadsheet will be applied to the referenced catalog pricing to determine the final cost of the product or service.

Price percentages for all mailroom equipment and accessories, including maintenance repairs will be firm through the entire contract period including any extension, or renewal periods.

Contract holders are required to submit to the Department of General Services updated postage meter pricing as updates are issued.

Twice per year, on the anniversary date of the contract and 6 months after, a Price List and Rate Card change requests may be submitted. The Department of General Services will review the request and will inform the bidder of its decision. The price list and rate card change requests must be submitted to the Department of General Services contracting officer in writing sixty (60) days prior to the anniversary of the effective date of the contract. Any price list and rate card changes, with the exception of updated postage meter pricing, must be approved by Department of General Services in writing in order to be effective. This also includes the price list changes for maintenance and repairs, and service. Price List addendums to add new models or delete obsolete models may be approved upon submission to the Commodity Specialist, but may not contain any Price increases on current prices.

Prices are net, F.O.B. destination to any point in the Commonwealth of Pennsylvania. Price shall also include installation and instruction of personnel, and one complete copy of the instruction manual.

5. ACQUISITION PLANS

Commonwealth agencies need to follow the approval process outlined in the COPPAR agreement. The term of each pricing plan shall commence on the date the equipment is accepted by the Agency. The term shall continue for the period of time designated in the purchase order.

Contractors shall allow the following methods to procure equipment, in addition to the rental of postage meters:

- 36 Month lease with Fair Market Value Option at end of term
- 48 Month lease with Fair Market Value Option at end of term
- 60 Month lease with Fair Market Value Option to end of term

36 Month Installment Purchase 48 Month Installment Purchase 60 Month Installment Purchase Outright Purchase

System leases may not be renewed via this contract. Agencies must either exercise their purchase option or notify the contractor at least sixty (60) days prior to expiration of the lease to have the equipment removed.

Month to Month extension of a lease for up to 3 months will be allowed by mutual consent of the contractor and the using agency.

Under this contract the Contractors may offer provisions for a Coterminous Lease to the Commonwealth in addition to the listed financing options. The Coterminous Lease will allow agencies to acquire an accessory or new technology and have it added to an existing product during the life of the existing lease. A coterminous lease may not be used for additional stand alone equipment.

Example: If an agency would acquire an upgrade for a piece of equipment 14 months into an existing 60 month lease, the Conterminous Lease payments will end in 46 months and will be listed separately on the lease schedule.

All Lease / Installment purchase Quotes MUST be accompanied by a completed Quote form which is attached to the contract. Contractors may not change the quote form and the Equipment and Maintenance must be quoted as separate items as designated on the Quote form.

6. <u>DELIVERY TIME</u>

The contractor must deliver equipment within forty-five (45) working days after receipt of a purchase order, unless otherwise specified in the purchase order.

The contractor must notify the Agency if unable to deliver within forty-five (45) working days, or as otherwise specified in the purchase order.

If the contractor cannot meet the delivery time, the Agency, after consultation with the Department of General Services, will have the option to cancel or procure services or equipment from another supplier

7. QUALITY AND RELIABILITY

The equipment must perform in an efficient manner with a minimum of down time. If equipment requires five (5) service calls for any service issues within a 60-day rolling time period, the bidder will be required to report this to the Department of General Services for review. If the Department of General Services determines that a using agency's system requires replacement, the bidder, after written notification from the agency, will replace the equipment

without charge with an identical model or equipment with comparable features and capabilities. This policy shall apply to all equipment leased or purchased under this contract, and is in effect for the duration of the contract. If leased equipment is replaced, a new lease term shall not commence but rather the Commonwealth shall only be responsible for the remaining payments in the un-expired term. If the Department of General Services determines the cause of excessive service calls are due to operator error, misuse, or abuse, the calls will not be counted against the five (5) service call limit and will not be a factor in determining satisfactory machinery performance. If equipment is replaced due to performance issues the equipment will be covered under the standard warranty clause included in the Terms and Conditions.

8. MAINTENANCE AND REPAIRS OF EQUIPMENT

Each awarded contractor may offer full service maintenance and repairs to cover all of the specified manufacturer's equipment owned by the agency. All maintenance to the equipment must be performed by the manufacturer or one of their authorized dealers. Maintenance agreements can only be entered into with the manufacturer. Full service maintenance shall include replacement of all parts and furnishing of all labor that is necessary to keep the equipment in good operating condition.

Maintenance contracts shall cover all calls initiated between the hours of 6AM and 5 PM Monday thru Friday except holidays. Service calls outside these specified normal business hours may carry a per call charge as well as an hourly surcharge as outlined in the Bidders Workbook. Contractors must notify the using agency of the additional charge if they request an Afterhours service call.

Examples:

A service call initiated at 3:00 PM and finished at 5:30 PM *shall not* be subject to an afterhours charge if the agency has accommodated the desire of the vendor to finish the service call.

A service call initiated at 9:00PM on Friday at the request of the using agency will be subject to the afterhours charge and the contractor must notify the agency of the additional charge.

The contractor shall have full and free access to the machines to perform service. The Contract does not cover repairs required by neglect, misuse, abuse, or vandalism.

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 the agency contact person. All parts removed due to replacement become the property of the contractor.

A schedule for preventative maintenance will be required for each piece of equipment. The goal of the preventative maintenance program is to keep equipment in working order and meet the Quality and Reliability requirements. The using agency will indicate on its PO all equipment that requires a preventative maintenance schedule.

This contract also covers Maintenance on a time and material basis.

9. TRADE-INS

The Commonwealth reserves the right to offer used equipment in trade as part of the purchase price, in accordance with values in effect at the time traded.

The Commonwealth represents trade-in equipment only "as is" and no warranty as to its condition is expressed or inferred. Equipment for trade-in is removed by the contractor at their expense from the location indicated in the agency's purchase order.

Agencies exercising a Trade-in option must follow all procurement policies for disposal of Commonwealth owned assets

10. TRAINING

Prices shall include instruction of a maximum of three (3) Commonwealth personnel for one session of a minimum of four (4) continuous hours in the operation and maintenance of the equipment. The topics to include in this instruction are as follows:

- 1) Complete orientation of all of the equipment's features, functions, and capabilities.
- 2) "Hands On" training of each employee in the operation of the machine by demonstration and use.
- 3) Complete instruction on the replacement of the equipment's consumable supplies: toner, paper, fuser oil, binder tape, staples, and any other items that are replaced by the employee.
- 4) Trouble shooting of the equipment, including jam clearance and identification of codes and/or symbols used to diagnose problems.
- 5) Process to identify that equipment needs a technician's services and the method of notification to a qualified service technician.
- 6) Review of system documentation, electronic or hardcopy.

11. DGS REVIEW OF PURCHASE ORDERS

During the final six (6) months of the contract term only, Agencies are to submit to DGS a request for approval to issue a Purchase Order.

12. INQUIRIES

Direct all questions concerning work statement to:

Kevin Reichard, Commodity Specialist Bureau of Procurement 555 Walnut Street, 6th Floor Harrisburg, PA 17101 717-787-7547 kreichard@pa.gov