

SOURCE JUSTIFICATION FORM

Bureau of Procurement

The objective of this form is to capture all relevant documentation an Agency may have to assist the Department of General Services ("DGS"), Bureau of Procurement, in expediting the source justification review process. This form must be completed electronically, signed, and submitted with all relevant documentation to DGS. If a question is neither mandatory nor applicable, please indicate "N/A". Please use standard terminology and define acronyms.

SECTION A

1. Agency Name:	Department of General Services		
2. Procurement Description: This description will appear on the eMarketplace website for public viewing	1st Shift Maintenance for Flexisort Flat Sorter		
Materials Description:			
Services Description:			
3. Materials Shopping Cart # or Services SPR#	Process of creating SPR from SI	Estimated Cost:	\$250,001 - \$500K
		Initial Contract Term:	1 year
		Renewals:	4
4. Supplier - Name:	Fluence Automation		
Full Address:	3323 N Kennicott Ave Arlington Heights, IL 60004		
Contact Name:	Jacob Halbur		
Telephone:	847-212-6890	FAX:	
E-mail:	jhalbur@fluencemail.com		
SRM Supplier #:	528303		
5. Delivery or service location:	1650 Bobali Drive Harrisburg, PA 17104		

SECTION B

<input checked="" type="checkbox"/>	1. Sole Source: Only known source - Not available from another supplier.
<input type="checkbox"/>	2. Material/Repair/Maintenance: Material or service MUST be compatible with existing equipment. Documentation must be provided from the manufacturer.
<input type="checkbox"/>	3. Used Equipment: Value set by 2 independent 3rd party appraisals.
<input type="checkbox"/>	4. Professional Expert: Describe in detail in Section C.
<input type="checkbox"/>	5. Exempt (Law): A federal or state statute or regulation exempts the procurement from the competitive procedure. Any applicable information precluding the procurement from competitive procedures must be attached.
<input type="checkbox"/>	6. Feasibility: Clearly not feasible to award the contract on a competitive basis.

Department of General Services

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SECTION C

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1. Describe the unique features of this procurement that prohibit a competitive environment. If applicable, attach a Statement of Work ("SOW").

The flat sorter has specific proprietary integrity and software requirements. During the Contracted Period of Maintenance (CPM) excluding holidays, if requested by Customer, FA shall dispatch a technician to perform, pursuant to the Schedule, Preventive Maintenance inspections and Remedial Maintenance calls. During any Remedial Maintenance call or Preventive Maintenance call, the technician shall replace, without additional charge to Customer, as reasonably necessary, Non-Consumable Parts, but not Consumable Parts or Supplies to bring the sorter to operational status. Operator error, routine set-up, and repeated operator training are not included in the number of inspections or calls listed on the Schedule. Preventive maintenance will be completed on a monthly basis with schedule determined by customer and Fluence technician. Response time to remedial calls placed during the CPM will be 4 hours from time call placed to when technician arrives.

Telephone and E-Mail Assistance - FA shall provide Customer with a toll-free telephone number that will enable designated Customer employees to (i) call FA for general assistance, (ii) obtain answers to specific software questions, and (iii) receive aid in diagnosing suspected software problems. FA will respond to requests for assistance made by Customer via telephone or e-mail. Telephone support shall be available 8:30 a.m. through 5:00 p.m., Eastern Standard Time, Monday through Friday, excluding FA holidays.

ii. Remote Diagnostic Service - FA, at its sole discretion, may employ remote telephony techniques in an effort to enhance the diagnostics process. Customer agrees that any remote diagnostic ancillary equipment and/or Software (collectively, the "RD") and or software furnished by FA shall remain the property of FA. Customer agrees to provide adequate protection for the RD, including, but not limited to protection against theft, physical damage by Customer's personnel, and reasonable protection against natural elements. Customer further agrees that, upon discontinuance of RD service, FA may remove and/or disable the RD at any time after proper notice of discontinuance to FA. Customer is responsible for any charges for phone line installation or monthly usage.

iii. Maintenance Releases - FA may periodically prepare and provide to Customer software fixes or patches that are otherwise not separately marketed or priced (the "Maintenance Releases"). Customer will be solely responsible for integrating Maintenance Releases into Customer's Equipment and Software environment. FA may at its sole discretion charge a fee for Maintenance Releases that provide new functionality.

iv. Documentation Configuration Management - FA will periodically send to customer the latest revision of the operator's manual (the "Update"). FA may send the Update

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2. Document and attach the research that has been conducted to date to verify the supplier is the only known source.

3. Does the supplier utilize distributors, dealers, resellers, etc.? If "Yes," please identify.

4. Are there compatibility requirements or compliance requirements with a warranty or service agreement? If "Yes," please explain.

5. How has the material or service been procured in the past? Please provide previous source justifications, contracts, & PO's for this material or service.

6. If procured through the IT ITQ process, please provide original \$ amount and contract period of order. Is this the final phase of the project?

7. If this is an upgrade, addition, alteration, etc., to an earlier procurement, please describe in detail.

8. What are the consequences of not approving this procurement?

9. If timing is a factor, what is the time factor and why?

by either hard copy or electronic media. Customer is responsible for placing the Update in the correct manual and for properly maintaining said manual.

v. Enhancement Releases - FA may periodically prepare and provide to Customer enhancements or additional features that are otherwise not separately marketed or priced (the "Enhancements"). Customer will be solely responsible for integrating Enhancements into Customer's Equipment and Software environment. FA may at its sole discretion charge a fee for Enhancements that provide new functionality.

Software Subscription Service - For an annual fee, FA will provide updates to Customer of the latest USPS CASS directories and current USPS tables (labeling lists and 5-digit city/state scheme information). These updates are intended to provide Customer with the most recent information available. The CASS directory updates normally ship bi-monthly, but are shipped monthly for Compass™ customers (per USPS requirements). The current USPS tables are also shipped monthly.

Remi Group (contract 44000014325) is unable to offer the level of service the equipment requires and recommended to renew with our current provider.

No

This equipment has specific proprietary integrity and software requirements.

Service was procured through Bell & Howell under the original PO. Their sort division was bought out by Fluence Automation. The current PO is 4300458556 and expires July 31, 2021.

N/A

This is a maintenance renewal for PO 4300458556 that expires July 31, 2021.

The flat sorter machine needs repairs often and being non-operational would be catastrophic as federally mandated deadlines will not be met and Pennsylvanians could lose essential benefits, such as Medical and Assistance. Also, due to integrity programming this work can not be performed by any other equipment in the commonwealth.

Yes, because we can not let our service agreement lapse.

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10. List any other information relevant to the acquisition of this procurement here or as an attachment.

11. For requests > \$100,000, has the supplier signed cost or pricing data certification and is the pricing breakdown attached?

Acceptance of Terms & Conditions; Flexisort Quote; GSPUR-89; Irann Free Procurement Cert; IT Terms & Conditions; Lobbying & CostPrice Cert; Maintenance Level for FLexisort; NFP Approval; PO 4300458556; Remi Analysis & Trade Secret Confidential Proprietary

Yes

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SECTION D

IMPORTANT*: The printed names on this form shall constitute the signatures of these individuals. Agencies must insure that these individuals review the completed form and give their consent to apply their printed name on this form. No handwritten signatures shall be required in order for the form to be considered "signed" by those individuals whose names appear in the signature section of the form.

Shopping Cart Contact Person (Person whom DGS will contact regarding the Shopping Cart):

Name:	Gina Lemmon	P-Group:	AZ7-1500-GS	Date:	04-12-21
Title:	Procurement Specialist	Telephone:		Fax:	

Agency Contact Person: Person in your agency that DGS can contact for additional information, etc.

Name:	Claire Osborne	Title:	Chief of Administration and Custon	Date:	04-12-21
Telephone:		Fax:		Email:	cosborne@pa.gov

Approving Authority (Agency Head or Deputy reviewing and approving this request): Approving Authority connotes approval of the source justification and the cost or pricing data certification.

Name:	Marcie Carr	Title:	Director, Bureau of Publications	Date:	04-12-21
Telephone:		Fax:			

Additional Approvals (if required by Agency):

Name:		Title:		Date:	
Telephone:		Fax:		Email:	
Name:		Title:		Date:	
Telephone:		Fax:		Email:	
Name:		Title:		Date:	
Telephone:		Fax:		Email:	
Name:		Title:		Date:	
Telephone:		Fax:		Email:	
Name:		Title:		Date:	
Telephone:		Fax:		Email:	