



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

NOTIFICATION OF STATEWIDE CONTRACT

October 28, 2010

CONTRACT TITLE: MAIL EQUIPMENT (PITNEY BOWES) MAINTENANCE AND SUPPLIES

CURRENT CONTRACT PERIOD: AUGUST 1, 2010 THROUGH JULY 31, 2011

BUYER INFORMATION: Tammy Michel
 (573) 751-3114
 tammy.michel@oa.mo.gov

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	August 1, 2008 through July 31, 2009	July 31, 2011

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.
 PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **MANDATORY** FOR ALL STATE AGENCIES.
 Local Purchase Authority shall not be used to purchase supplies/services included
 in this contract unless specifically allowed by the contract terms.

The entire contract document may be viewed and printed from the Division of Purchasing & Materials
 Management's **Public Record Search and Retrieval System** located on the Internet at
<http://www.oa.mo.gov/purch>.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C109027001	0604950500 8	Pitney Bowes , Inc. 609 Clark Avenue Jefferson City, MO 65101-2730 Phone: 800-322-8133, ext. 76593 Fax: 573-635-0585 Services No: 800-522-0020 You may also contact Pitney Bowes by the Internet www.pb.com , My Account (see instructions on how to register in text of this notice)	No	No

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
8/1/10 – 7/31/11	10/28/10	Invoicing Contact Information has been added.
8/1/10 – 7/31/11	08/30/10	The address is changed to 609 Clark Avenue, Jefferson City, MO 65101-2730.
8/1/10 – 7/31/11	08/18/10	Renewal of Contract
8/1/09 – 7/31/10	8/07/09	Renewal of Contract
8/1/08 – 7/31/08	7/29/08	Initial issuance of new statewide contract. Replaces contract C105201001

Special Instructions to Agencies

General:

This contract is for maintenance and repair of Pitney Bowes mail equipment owned by the State of Missouri. It also includes software maintenance agreement pricing (SMA's) and Softguard pricing. It replaces contract C105201001. Postage meter rental as well as Postage By Phone are both provided by Pitney Bowes under a different contract, C109163001.

Pricing is contained in a separate Excel spreadsheet which is part of this statewide contract notice. To find the equipment maintenance price, locate your model by its number and its age. All pricing is for monthly coverage. A monthly, bi-monthly, or semi-annual payment schedule can be arranged with Pitney Bowes although all contract pricing is in monthly increments.

Contact Information:

For setting up maintenance and for any questions you may have about service or invoicing, please call 800-522-0020 or access your account at www.pb.com. To register with this site you will need to do the following:

TO PLACE A SERVICE CALL ON YOUR EQUIPMENT, CALL 1-800-522-0020

The above action and much more can be accessed online at www.pb.com and clicking on My Account Home in the upper right-hand corner of the screen. All first-time users will need to register a username and password, and provide information about your equipment (model number, serial number, etc.) so we can link your online account properly to your equipment. After that, you can place service calls, monitor the status of your call, order supplies, track the shipment, and much more.

In the event you need additional assistance not provided by contacting the 800# or the web-site, please contact Mr. Paul Troutman at paul.troutman@pb.com, or at 573-635-6047 or 1-800-322-8133, extension 76593.

Sam 2 line item use:

EMERGENCY SERVICE:

Line 001 is available for emergency service which is priced at \$325.00 per hour.

NON-ROUTINE, NON-EMERGENCY SERVICE:

Line 002 is available for non-routine, non-emergency service which is priced at \$216.00 per hour.

SOFTWARE MAINTENANCE:

Use line 003 for software maintenance. Because of specific pricing variability, the SAM2 line item should accept any total.

SOFTGUARD PRICING:

Use line item 004 for Softguard. Because of specific pricing variability, the SAM2 line item should accept any total.

EQUIPMENT MAINTENANCE PRICING:

Use line item 005 for equipment maintenance which varies according to equipment type and age. Because of specific pricing variability, the SAM2 line item should accept any total.

Emergency Service:

“Emergency” service shall be defined as service that is performed after 5:00 P.M. weekdays, on Saturdays, Sundays, or state-recognized holidays, and if the requesting state agency identifies the call for service as an

“emergency” and asks the contractor to perform at the times stated. The contractor shall try to resolve the emergency using whatever electronic means are available to the contractor and the state agency, and if necessary, the contractor shall perform emergency service on-site. All emergency calls shall be paid at the quoted emergency hourly price, which shall be prorated based on actual service. Emergency phone calls shall not be billable. Travel time spent going to and from the state agency site shall not be separately billable, but must be built into the emergency hourly rate. The state agency is advised that the contractor has agreed that service that starts as routine service shall not become classified as “emergency” service in the event the contractor has to stay past 5:00 p.m. on a week day to complete the service call unless the state agency has approved the contractor’s staying past 5:00 p.m. The contractor must advise the agency of the length of the anticipated service visit, and leave to the state agency’s judgment if the work should proceed or be rescheduled for the following work-day. All parts and supplies necessary to remedy the emergency shall be included in the emergency service hourly price.

Defining Routine Service:

Routine regular maintenance shall be defined as both as needed and preventative maintenance, and shall include telephone service as well as providing on-site service calls as requested by the state agency.

Routine Service Coverage:

Routine regular service shall be performed within **four (4) business hours** of the service request or as otherwise stated in the following paragraph, if service is to be performed within a 40-mile radius of Jefferson City, Columbia, St. Louis, Kansas City, Cape Girardeau, Poplar Bluff, Rolla, or Springfield.

Service in all other locations of the state must be performed within **eight (8) business hours** of request. Routine regular maintenance shall consist of at minimum determining the problem the agency is experiencing with their machine(s), fixing the identified problem, and providing all parts and supplies necessary including replacement of worn parts. This type of routine regular maintenance shall be provided at no additional cost to the monthly maintenance price. In addition, the monthly maintenance price shall include replacement of parts for routine service.

If the request is made after noon, then the response time can be counted into the next work-day starting at 8:00 A.M. Some circumstances (e.g., parts availability as determined by troubleshooting over the phone) may result in extensions of this response time as mutually agreed to by the contractor and the state agency on a case-by-case basis.

As Is Condition of Equipment

The state agency is advised that the contractor has agreed to assume maintenance and repair service as defined herein accepting the condition of equipment on site at the various state agency sites *as is*.

Back-Up Equipment:

Regarding equipment that cannot be fixed on site, the contractor has agreed to the following: In the event the contractor determines that the equipment needing repair cannot be repaired on site, and if it is anticipated that the equipment cannot be put back into operation within one 8-hour work day for locations within a 40-mile radius of Jefferson City, Columbia, St. Louis, Kansas City, Cape Girardeau, Poplar Bluff, Rolla, or Springfield, then, at the state agency’s request, the contractor must provide the state agency with the same piece of equipment (or operational equivalent) at no additional charge that would allow the state agency to continue mailing operations until the equipment being repaired can be put back into service. The contractor shall not remove equipment from the state agency site without the agency’s prior authorization, and until the replacement is on site and operational. For all other locations, this requirement shall apply if equipment cannot be put back into operation within two 8-hour days.

Maintenance Service Ticket Requirement

The state agency is advised that the contractor has agreed to provide a professional, written or typed maintenance service ticket of the each service visit upon completion of the service visit. The ticket must at minimum identify the following information:

- a. Time/date when service is started and time/date when service is completed
- b. What maintenance is performed.
- c. What parts (if any) are replaced, repaired or ordered.

Parts and Supply Requirements:

The state agency is advised that the contractor has agreed to supply all parts, materials and supplies necessary to maintain and repair equipment. All parts shall be new and in compliance with manufacturer standards. Reconditioned parts shall not be acceptable unless the part is no longer available and the state agency has given the contractor its prior approval to use a reconditioned part. The contractor should attempt to locate materials and supplies which are environmentally sound. The terms "environmentally sound" shall mean that the material or supply has a neutral effect on the water, air, and land ecosystems.

In addition, the contractor shall make recommendations for system upgrade or replacement if the equipment under maintenance becomes obsolete, parts are no longer available, and/or if the cost to maintain the old system exceeds newer releases/equipment available in the market. Any new equipment shall be purchased in accordance with Chapter 34 RSMo and all regulations, rules and procedures established by the Division of Purchasing and Materials Management. No provision herein shall be construed as relieving the contractor of maintaining existing equipment compliant with the definitions and standards established elsewhere in this document.

Non-Routine, Non-Emergency Service:

The state agency is advised that the contractor has agreed that in the event the contractor is called to the state agency for repair service, and the contractor determines that the problem is due to the state agency's misuse of the equipment, then the contractor shall provide the agency with a formal estimate of work time and parts and supplies necessary to put the machine back into proper, full, and efficient operation. The term "misuse" of the equipment shall not include damage that results because the equipment is moved. Only after the state agency has given formal written authorization for the work to proceed shall the contractor then perform the non-routine repair work. Time spent doing actual repair may be charged at the identified hourly price for non-routine repair. Parts necessary to put the machine back into efficient and full operation can be billed separately. It is at the contractor's discretion whether or not to charge for this service. In addition, the contractor may decline performing the additional service. For the purpose of the contract, the contractor shall understand and agree that the term "misuse" shall be defined as failure to use that degree of care which should be used by a reasonable person in the same or similar circumstances and that directly causes the machine to malfunction. In the event of conflict between the state agency and the contractor regarding the misuse of equipment, the contractor shall understand and agree that the decision of the Division of Purchasing and Materials Management shall be considered final. The contractor shall understand and agree that the state reserves the right to seek and obtain repair service in these instances from sources other than the contractor. In addition, the contractor shall understand and agree that it is the contractor's responsibility to provide an accurate estimate and that the state agrees to pay no more than 5% in excess of the total estimate in the event actual time, materials, and supplies used exceed the estimate.

Invoicing Requirements:

The state agency is advised that the contractor's invoice shall correspond to the quoted monthly price for the identified equipment at the respective age-range applicable to the equipment, and to other quoted prices stated on the Pricing Page of the contract.

The specific invoicing address will be identified by the state agency at the time service is requested. The contractor shall bill based on the quoted monthly prices shown in Attachment One of the contract, and otherwise

according to the prices shown on the Pricing Page. The contractor may bill monthly, quarterly, or semi-annually. All payment shall be in arrears.

The contractor must maintain a 100% billing accuracy rate. Any errors in billing must be immediately corrected, and the difference credited back to the agency within two (2) to five (5) working days. Any errors that are not immediately reconciled may be subject to delayed payment of the disputed amount until reconciliation is made to the state agency's sole satisfaction

Pricing Information:

Pricing for equipment maintenance, software maintenance, and Softguard is found in a separate Excel file. Pricing for equipment maintenance can be found in the first tab (i.e., the first worksheet in the Excel file); pricing for software maintenance is found in the second tab/worksheet, and pricing for Softguard rate protection is found on the third tab/worksheet.

Invoicing Contact Information:

The state agencies shall contact the following Pitney Bowes personnel for all invoice issues:

Katheen Clarke
Phone: 757-963-5090
Fax: 757-228-3109
Email: kathlwnn.clark@pb.com

**State of Missouri
Office of Administration
Division of Purchasing and Materials Management
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve products and services available to state agency users. **Comments should include those of the product's end user.**

Contract No.: C109027001 **Contractor:** Pitney Bowes

Describe Product Purchased (include Item No's., if available): _____

Rating Scale: 5 = Excellent, 4 = Good, 3 = Average, 2 = Poor, 1 = Fails to meet expectations

Product Rating	Rate 1-5, 5 best
Product meets your needs	
Product meets contract specifications	
Pricing	

Contractor Rating	Rate 1-5, 5 best
Timeliness of delivery	
Responsiveness to inquiries	
Employee courtesy	
Problem resolution	
Recall notices handled effectively	

Comments: _____

Prepared by: _____ Title: _____ Agency: _____

Date: _____ Phone: _____ Email: _____

Address: _____

Please detach or photocopy this form & return by FAX to 573/526-9816, or mail to:

Office of Administration
Division of Purchasing and Materials Management
301 West High Street, RM 630
PO Box 809
Jefferson City, Missouri 65102
**You may also e-mail form to the buyer as an attachment at
tammy.michel@oa.mo.gov**