



**Delaware**  
Department of Education

STATE OF DELAWARE  
Department of Education

June 1, 2017

ISSUED BY: Kimberly Wheatley  
Director, Finance Office  
302-735-4041

SUBJECT: **AWARD NOTICE**  
**CONTRACT NO. DOE 2017-07**  
**Shipping Services for Science Materials**

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## KEY CONTRACT INFORMATION

### 1. CONTRACT PERIOD

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The contract shall be valid for a one (1) period from July 1, 2017 to June 30, 2018. The contract may be renewed for four (4) one (1) year periods through negotiation between the Delaware Department of Education and Hopkins and Sons, Inc. (the contractor). Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

### 2. SHIPPING TERMS

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The contractor will work closely with the DDOE Science Materials Resource Center Manager, or designee, to coordinate shipping and receiving events at the John Collette Education Resource Center in Dover, DE. The contractor shall work with the DDOE Science Materials Center Manager, or designee, and school building officials to coordinate shipping and receiving efforts at the specific school locations. Materials shall also be moved within the center (loading dock area), and moved to and from delivery trucks by the successful vendor. The successful vendor shall unload trucks at the center and place bins/materials on designated pallets which are sorted by kit and/or grade level within the center. Approximately 12,000 science kits are shipped each year from the center. Since each kit can require multiple shipping bins, approximately 25,000 bins/items are shipped per year.

The contractor will pick up science kits and materials from the Science Materials Resource Center and schools/educational facilities throughout the state of Delaware in accordance with the approved delivery calendar. It may be necessary for the contractor to perform shipping services on days not already identified on the delivery calendar if the needs of the program warrant such services. These services will be communicated in advance.

The contractor shall have a system in place to verify delivery of each bin at the correct location. Written records shall be provided to the DDOE Science Materials Center Manager, or designee, at the completion of each shipping and receiving event.

### 3. DELIVERY AND PICKUP

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All services shall be provided during the normal work hours of 7:00 a.m. to 4:00 p.m. The center is closed for lunch from 12:00 to 1:00 PM each day. Delivery drivers must call the Science Materials Center once loaded with a return shipment so that DDOE staff can be prepared to coordinate the unloading of science kits. Any changes to this schedule require approval by the DDOE Science Materials Center Manager and/or the DDOE Director of K-12 Initiatives & Educator Engagement.

### 4. PRICING

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Prices quoted within each vendor proposal will remain firm for the term of the contract year.

## **5. BILLING**

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The vendor will invoice the DDOE monthly for services over the length of the contract. Invoices will be sent via email to John Moyer, Education Associate, Science Materials Resource Center at the beginning of each month for processing.

## **6. PAYMENT**

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The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

## **ADDITIONAL TERMS AND CONDITIONS**

### **7. PURCHASE ORDERS**

No vendor is to begin any service prior to receipt of a DDOE purchase order signed by two authorized representatives of the agency requesting service and properly processed through the DDOE Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.

### **8. HOLD HARMLESS**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

### **9. NON-PERFORMANCE**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

### **10. FORCE MAJEURE**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

### **11. AGENCY'S RESPONSIBILITIES**

Award Notice

Contract No.

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.