January 14, 2009

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: VICKI L. MACKLIN
STATE CONTRACT PROCUREMENT OFFICER
302-857-4553

SUBJECT: **AWARD NOTICE, Addendum #1, effective November 16, 2009**
CONTRACT NO. GSS09571-DIGITAL PRESS V01
Digital Press for Color and Black and White Publishing

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KEY CONTRACT INFORMATION

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

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The contract shall be valid for a five (5) year period commencing on the date of installation, the lease shall expire 60-month, and the contract can be renewed for two (2) optional one (1) year period through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement. In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted, Government Support Services reserves the right to extend the contract. If exercised, the extension shall be for a reasonable period of time as mutually agreed to by the state and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and to transition to the new contract. Installation must be guaranteed before February 13, 2009 and must be completed within two (2) weeks from the start of installation.

3. VENDORS:

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Xerox Corporation
200 Bellevue Parkway
Wilmington, DE 19809
Robert Smith
302-792-5181
302-792-5252
EI# 16-0468020
Robertm.smith@xerox.com

4. SHIPPING TERMS:

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F.O.B. destination.

5. DELIVERY AND PICKUP:

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Prices quoted include the cost of normal delivery of the equipment. The State will be responsible for any rigging charges associated with non-standard deliveries. If rigging charges apply, a quote will be provided to the State prior to delivery of the equipment.

KEY CONTRACT INFORMATION

6. PRICING:

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Prices will remain firm for the term of the contract term.

ADDITIONAL TERMS AND CONDITIONS

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7. BILLING:

The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

8. PAYMENT:

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.

9. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. 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.

11. 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.

12. 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.

13. 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.

14. AGENCY'S RESPONSIBLIITIES:

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.

15. REMOVAL OF EQUIPMENT:

No equipment may be removed without prior notification. An authorized State representative must be present during removal. All machines that are to be removed must be physically removed from the State's premises as directed by the Agency. **All removal charges are the responsibility of the awarded vendor. The Agency shall give 30-day written notice to the vendor to cancel or renew the contract. The vendor then has to make arrangements with the Agency to have the digital presses removed at no cost to the Agency.**

16. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. 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.

ALL ORDERING AGENCIES MUST contact the Printing and Publishing Office to acquire Digital Presses for Color and Black and White Printing.

The awarded vendor(s) must direct all State agencies requesting Digital Press placements to the Printing and Publishing Office (PPO).

COPIER MANAGEMENT PROGRAM
ATTN: PPO MANAGER
STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
GOVERNMENT SUPPORT SERVICES
100 ENTERPRISE PLACE, SUITE 4
DOVER, DE 19904
TELEPHONE: 302-857-4522
FAX: 302-739-3697
Rebecca.Lovin@state.de.us

The State Contract Copier Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers.

- The State Contract Copier Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract.
- The State Contract Copier Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.
- The Publishing and Printing Office is the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor.
- All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager and the **Publishing and Printing Officer's (PPO), who must approve for placement of such equipment being purchased.**

17. Warranty: Xerox provides warranty by way of a monthly billed maintenance agreement. Maintenance agreements commence upon installation of the equipment. Xerox will repair or replace defective parts or equipment at Xerox' expense during as long as the equipment is being maintained by Xerox under a maintenance agreement. If the maintenance agreement is cancelled or it is not renewed Xerox' obligation to repair or replace equipment ceases.

18. Termination for Convenience (applicable to Leased Equipment): Individual leases may not be cancelled without penalty until expiration of the Agreement. Early termination of the lease without cause will result in an early termination charge that is equal to the remaining balance, less any unearned charges, plus a reasonable disengagement charge calculated by Xerox.

19. **Add-On Leases / Purchase for Digital Press Equipment:** Additional functionality and capability can be added to existing equipment at anytime through the addition of optional software packages or hardware accessories. Any such added software or accessories will be financed over the remaining term of the lease agreement.

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