

February 19, 2010

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**
CONTRACT NO. GSS10066-FAX_MACHINE
FAX MACHINES

**TABLE OF CONTENTS
OF
KEY CONTRACT INFORMATION**

1. MANDATORY USE CONTRACT:	2
2. CONTRACT PERIOD:	2
3. VENDORS:	2
4. SHIPPING TERMS:	2
5. PRICING:	3
ADDITIONAL TERMS AND CONDITIONS	4

KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

[\(Return to Table of Contents\)](#)

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:

[\(Return to Table of Contents\)](#)

Each vendor's contract shall be valid for one (1) year from July 1, 2010 through June 30, 2011. Each contract may be renewed for two (2) additional one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS:

[\(Return to Table of Contents\)](#)

P.C. Supplies, Inc
1003 South Chapel Street
Suite A
Newark DE 19702
Contact: R. Scott Martin, President
Phone: (302) 368-4800
Fax: (302) 368-5288
Email: scott@pcsupplies.com
GSS10066-FAX_MACHINE V01

4. SHIPPING TERMS:

[\(Return to Table of Contents\)](#)

F.O.B. destination.

5. PRICING:

[\(Return to Table of Contents\)](#)

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

I. LIGHT USAGE DESKTOP WITH HANDSET COMMERCIAL GRADE FAX MACHINE:

DESCRIPTION	PART NUMBER	PRICE
BROTHER MFC-7220	800-MFC7220	199.00
TONER TN-350	850-TN350	52.00
DRUM DR-350	850-DR350	85.00
EXTENDED EXCHANGE WARRANTY 1 YEAR	800-E1141	79.00
EXTENDED EXCHANGE WARRANTY 2 YEAR	800-E1142	89.00
UPGRADE TO ON-SITE IN WARRANTY/YR		75.00
UPGRADE TO ON-SITE OUT WARRANTY/YR		95.00
BASIC SETUP		35.00

II. MEDIUM USAGE, PLAIN PAPER COMMERCIAL GRADE FAX MACHINE:

DESCRIPTION	PART NUMBER	PRICE
BROTHER MFC-8220	800-MFC8220	299.00
TONER TN-540	850-TN540	55.00
TONER HI-YI TN-570	850-TN570	69.00
DRUM DR-510	850-DR510	119.00
LT5000 25 PAPER TRAY	800-LT5000	139.00
EXTENDED EXCHANGE WARRANTY 1 YEAR	800-E1141	79.00
EXTENDED EXCHANGE WARRANTRY 2 YEAR	800-E1142	89.00
UPGRADE TO ON-SITE IN WARRANTY/YR		75.00
UPGRADE TO ON-SITE OUT WARRANTY/YR		95.00
BASIC SETUP		35.00

III.HIGH USAGE PLAIN PAPER COMMERCIAL GRADE FAX MACHINE:

DESCRIPTION	PART NUMBER	PRICE
BROTHER MFC-8480DN	800-MFC8480DN	409.00
TONER TN-620	850-TN620	55.00
TONER HI-YI TN-650	850-TN650	89.00
DRUM DR-620	850-DR620	129.00
LT5300 25 PAPER TRAY	850-LT5300	139.00
EXTENDED EXCHANGE WARRANTY 1 YEAR	800-E1391	99.00
EXTENDED EXCHANGE WARRANTRY 2 YEAR	800-E1392	119.00
UPGRADE TO ON-SITE IN WARRANTY/YR		75.00
UPGRADE TO ON-SITE OUT WARRANTY/YR		95.00
BASIC SETUP		35.00

ADDITIONAL TERMS AND CONDITIONS

[\(Return to Table of Contents\)](#)

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. AGENCY'S RESPONSIBILITIES:

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.