STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

March 11, 2011

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 #9 – Effective November 1, 2011**
CONTRACT NO. GSS08566-COURIER_SRVC
COURIER SERVICES

TABLE OF CONTENTS
OF
KEY CONTRACT INFORMATION

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

GOVERNMENT SUPPORT SERVICES – CONTRACTING
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

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, 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 contractor's contract shall be valid for a two (2) year period from November 1, 2008 through October 31, 2012. Each contract may be renewed for three (3) additional 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.
Contract has been extended through October 31, 2011.
Contract has been extended through October 31, 2012.

3. **VENDORS:**

(Return to Table of Contents)

COURIER SERVICES:
GSS08566-COURIER_SRVCV01
Debra Queitsch
Brooks Courier Service, Inc.
831 East 28th Street,
PO Box 9560
Wilmington, DE 19809
Phone: 302-763-4661 x 813
dqueitsch@brookscourier.com
FSF # 0000028144

4. **SHIPPING TERMS:**

(Return to Table of Contents)

F.O.B. destination.

5. **DELIVERY AND PICKUP:**

(Return to Table of Contents)

See attached schedules for delivery and pick up times.

6. **PRICING:**

(Return to Table of Contents)

Prices and/or rates shall remain firm for the term of the contract, unless further negotiations are deemed necessary by the State.

7. PRICE ADJUSTMENT: (Fuel Surcharge Index)

(Return to Table of Contents)

If and when it becomes necessary due to the extraordinary escalation of fuel costs over the next several years, a fuel surcharge may be negotiated at the extension of the option year(s). This calculation shall be derived by the use of an index-based surcharge that is adjusted monthly. Changes to the surcharge will be effective the first Monday of each month and posted approximately two weeks prior to the effective date. For billing convenience, Vendor will also post a 90-day surcharge history. The surcharge will be based on the National U.S. Average on Highway Diesel Fuel Prices reported by the U.S. Department of Energy for the month that is two months prior to the adjustment.

8. VENDOR EMERGENCY RESPONSE POINT OF CONTACT:

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan April 2005.

9. UNANTICIPATED SERVICES

Should additional State initiated work be required which is beyond the scope of this RFP, the State of Delaware reserves the right to negotiate with the awarded vendor reasonable fees for services unanticipated or not existing at the time of the awarding of the contract. If required, the State will request a written cost estimate and a schedule of the work plan. The State must approve the fees and/or work plan prior to initiation of the work. Upon failure to arrive at a negotiated fee schedule and work plan, the State may, at its option, contract for the services through a competitive process.

10. PRIME CONTRACTOR RESPONSIBILITIES

The selected Vendor, and any successor Vendor (in the event of merger/acquisition or other change in operating status), will be required to assume sole responsibility for the complete effort of any contract(s) awarded to the Vendor subsequent to its bid submission, and assume all cost incurred by the State, directly or indirectly, in connection with or as a result of the transition. If a merger/acquisition has been announced prior to or during the Vendor's proposal preparation period, identify all relevant or emerging dates surrounding the merger relative to official name change, system changes, account number changes, etc. if known at the time of bid submission. The State will consider the prime contractor to be the sole point of contact with regard to contractual matters. The prime contractor is responsible for the professional quality, technical accuracy, timely completion of any and all services awarded to the Vendor as a result of the solicitation, and without additional compensation, corrects or revises any errors, omissions, or other deficiencies in his products, services, reports, equipment, information, etc. in order to meet the requirements as specified herein.

11. ASSIGNMENT

The Vendor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval, in writing, by the State. Unless otherwise agreed to in writing by the State, the assignee shall bear all cost incurred by the State, directly or indirectly, in connection with or as a result of such an assignment.

COURIER SERVICE EXPLANATION OF SERVICES

1. **DIVISION OF REVENUE** – Checks, No Cash

   Mail Delivery – From the U. S. Post Office, Delaware Ave., Wilmington, Delaware by 7:00 a.m. From Div. of Revenue in the afternoon to be delivered to Citizen's Bank, Philadelphia, Pa by 4:00 p.m.

2. **DIVISION OF MOTOR VEHICLE** – Checks, No Cash

   Mail Delivery – Pick up at 2:00 p.m. every other Thursday at DMV, 303 Transportation Circle, Directors Office, Dover DE, for drop off at Georgetown DMV – Route 113 & South Bedford Street; New Castle DMV – Airport and Churchmans Road; and Wilmington DMV – 2230 Hessler Blvd., by 12:00 p.m. the Next Business Day.

3. **DELAWARE DIVISION OF LIBRARIES**

   Mail Delivery – Pick up at 8:00 a.m. Monday – Friday at Div. of Libraries, 121 Duke of York Street, Dover for distribution at several locations.

4. **SUSSEX COUNTY DEPARTMENT OF LIBRARIES**

   Mail Delivery - Pick up at 8:00 a.m. Monday – Friday at Sussex County, Div. of Libraries, DuPont Blvd. Georgetown for distribution at several locations.

COURIER SERVICES TIMES AND FEES

ZONE 1 – (NEW CASTEL COUNTY)			
1.	DIVISION OF REVENUE 820 N. French Street Wilmington, DE	MONDAY – FRIDAY BY 7:00 A.M. FROM RODNEY SQUARE POST OFFICE TO DIVISION OF REVENUE	$691.46 @ MONTH
	DIVISION OF REVENUE 820 N. French Street Wilmington, DE	MONDAY – FRIDAY BY 2:30 P.M. FROM DIVISION OF REVENUE TO CITIZENS BANK, PHILADELPHIA	$691.46 @ MONTH
2.	DIVISION OF LIBRARIES – NCC COUNTY	MONDAY – FRIDAY PICK UP TO GO TO SEVERAL LOCATIONS STATEWIDE	$1178.00 @ WEEKLY
	GARFIELD PARK – NCC LIBRARIES		$12.00 @ DAY
	NEWARK, KIRKWOOD, & HOCKESSIN – NCC LIBRARIES		**$48.00 PER WEEK**
	ZONE 2 – (KENT COUNTY)		
1.	DIVISION OF MOTOR VEHICLES:		
	Dover DMV 303 Transportation Circle Dover, DE	2:00 P.M. EVERY OTHER THURSDAY FOR DELIVER TO 3 DMV'S STATEWIDE	$116.40 @ MONTH

COURIER SERVICES TIMES AND FEES (CONT.)

2.	DE DIVISION OF LIBRARIES 121 Duke of York Street Dover, DE	MONDAY – FRIDAY PICK UP TO GO TO SEVERAL LOCATIONS STATEWIDE	$ 3081.42 @ MONTH $60 @ WEEK to add North Wilmington Library
3.	**KENT COUNTY LIBRARIES 497 South Red Haven Lane Dover, DE**	**MONDAY – FRIDAY PICK UP TO GO TO SEVERAL LOCATIONS STATEWIDE**	**$80.00 @ DAY**
	ZONE 3 – (SUSSEX COUNTY)		
1.	SUSSEX COUNTY DEPARTMENT OF LIBRARIES 22215 DuPont Blvd. Georgetown, DE	MONDAY – FRIDAY PICK UP TO GO TO SEVERAL LOCATIONS IN SUSSEX COUNTY	$3977.16 @ MONTH

ADDITIONAL TERMS AND CONDITIONS

(Return to Table of Contents)

12. 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.

13. 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.

14. 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.

15. 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.

16. REQUIREMENTS FOR COURIER SERVICE ONLY:

Services required are to be provided as requested by agency. Each Location or Collection Point may negotiate with Contractor as to times and pickup times. Direct deposit service is a required service under this proposal.

A. Shall be provided with insurance coverage for a minimum of twenty-five (25) thousand dollars for reconstruction and a minimum of five (5) thousand dollars for items that cannot be reconstructed per service.

B. The State offers direct deposit of payroll checks for State employees.

C. Please include time constraints involved in both normal and emergency conditions.

17. 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.

18. 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.

19. INSURANCE REQUIRED:

Each bidder must provide a certificate of insurance with their bid certifying appropriate coverage: (5 Del. Code Chapter 3209).

a. **Courier Service** - Shall be provided with insurance coverage for a minimum of twenty-five (25) thousand dollars for reconstruction and a minimum of five (5) thousand dollars for items that cannot be reconstructed, per service point.

20. CUSTOMER SERVICE CONTACT:

NAME Debra L. Queitsch TITLE Senior Account Executive

PHONE NUMBER 302-762-4661 ex 813

21. VENDOR DISASTER RECOVERY PLAN AND EMERGENCY RESPONSE POINT OF CONTACT:

As part of any contract award, the vendor shall be required to maintain a disaster recovery plan designed to minimize any disruption to the services being performed. The disaster recovery plan, contingency and backup procedures shall be made available for review by the State. Given the worse case scenario, the vendor should be completely functional within 24 hours of a major disaster. The Vendor must fully cooperate during any and all disaster recovery testing operations initiated by the State.

Operations are open 24/7 365 days a week. 302-762-4661 or 800-435-7335.

22. DISASTER RECOVERY PLAN OVERVIEW:

Brooks Courier Service, Inc. is a local and regional courier service operating 24/7 with terminals in Dover, Wilmington and Philadelphia. Following the guidelines and steps in this document will assist in ensuring that the business will continue to effectively operate in the event of an emergency or catastrophic occurrence and all the contractual obligations of Brooks Courier Service, Inc. will be met.

Each section is dedicated to a particular urgent situation—the name of the Emergency Team Member (EMT) trained to handle the specific situation is listed for your immediate reference. The Philadelphia Terminal has a Building Management Company dedicated to any and all emergency situations; Brooks Courier EMT will find all the information for contacting the Building Management Company is located in Appendix A.

In each situation materials vital to the day to day business of Brooks Courier Service, Inc. (i.e. bank/commercial customer keys, vehicle keys, materials to be found in the building at the time of event) should be recovered and transported to safe areas as soon as feasibly possible following the determination of the problem and notification of the Emergency Recovery Team Member (EMT).

NOTE: In the case of a declared State of Emergency, Brooks Courier Service, Inc. will operate at the discretion of the Governor of the State of Delaware, Pennsylvania, New Jersey or Maryland, and/or Federal Emergency Management Agency (FEMA).

23. PENALTY:

If the Contractor should fail to make a pick-up at any location or collection point for any day, a penalty will incur. The appropriate State Agency will deduct the daily fee for that service from the monthly bill.

24. 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.

25. 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.