STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

June 30, 2011

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

FROM: Roxann M. Parker
STATE CONTRACT PROCUREMENT OFFICER
302-857-4555

SUBJECT: **AWARD NOTICE-Addendum #6 Effective August 6, 2013**
CONTRACT NO. GSS11489A-COPY_PAPER
Copy Paper

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OF
KEY CONTRACT INFORMATION

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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

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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, 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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Office Max's contract shall be valid through Dec. 31, 2012, and may be extended according to WSCA Contract PA9803 terms and conditions.

W.B. Mason Co.'s contract shall be valid for a one (1) year period from July 1, 2011 through June 30, 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.
W.B. Mason Co.'s contract has been extended for an additional year, through June 30, 2013.

Office Max's contract has been extended through January 4, 2015, according to WSCA Contract PA9803.
W.B. Mason Co.'s contract has been extended for an additional year, through June 30, 2014.

3. VENDORS

GSS11489A-COPY_PAPERV02
FSF Vendor ID: 0000034457
OFFICEMAX ENTERPRISE SOLUTIONS
3001 Frost Road
Bristol. PA 19907
Phone No. 800.472.6473
Fax: 800.572.6473
Contact: Order Entry
Account Manager: Kevin Nerlinger
Phone: **302-494-5091**
E-Mail: kevinnerlinger@officemax.com
On line ordering at : www.officemaxsolutions.com
Mail in orders to: OfficeMax Inc.
18 Boulden Circle
New Castle, DE 19720

GSS11489A-COPY_PAPERV01
FSF Vendor ID: 0000000758
W.B.MASON CO., INC.
113 Interchange Blvd.
Newark, DE 19711
Phone: 888-926-2766 x 8917
Fax: 877-522-0782
Contact: Rick Davis
Email: Rick.davis@wbmason.com

These vendors are certified participants in the Sustainable Forestry Initiative Program (SFI) and the Forest Stewardship Council (FSC).

4. SHIPPING TERMS

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All shipments will be FOB Delivered to the specified location. Supplier(s) is responsible for filing and expediting all freight claims with the carrier. The Supplier will pay title and risk of loss or damage charges. Emergency/rush delivery requiring special shipping and handling will be at Contract Users' expense (with prior approval only). Rush delivery that occurs as a result of the Supplier's error will be free of charge. Furthermore, the Supplier(s) is responsible for meeting the agreed to schedule for delivery. The vendor(s) shall provide reasonable service for emergencies.

5. DELIVERY AND PICKUP

Vendor pricing in their respective Pricing Sheets are inclusive of dock delivery, inside delivery and stairs delivery. There are not service fees, small order, minimum order, special order, or additional costs. Vendors shall not implement return fees for orders shipped in error on their part.

Delivery lead times: Office Max - 1 day ARO
W.B. Mason – 1 – 4 days ARO

6. INSIDE DELIVERY

Inside delivery is defined as delivery to a specific stock room or office or any location other than the general receiving area. An optional inside delivery fee may be applied. In addition, an optional charge may be applied for delivery involving each full flight of stairs. There shall be no additional charges involving the use of a building's elevator other than the inside delivery fee.

7. PRICING

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Vendor pricing can be found on the respective vendor's pricing sheets below.

Price hold period: W.B. Mason – Pricing shall remain firm for the term of the contract.
Office Max – Pricing is based on WSCA contract terms which are updated according to the RISI Paper Index. Decreases in the index must be passed through within 30 days. A maximum of one increase may be passed through per quarter, with 30 days notice.

At the time of extension of the contract, a price adjustment may be negotiated. The adjustment shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period.

ADDITIONAL TERMS AND CONDITIONS

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1. 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.

2. 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.

3. 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.

4. ORDERING PROCEDURE

Vendors have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. In addition, On-line ordering is available for Office Max at www.officemaxsolutions.com 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.

5. REQUIREMENTS

a. All recycled and virgin paper shall meet or exceed American National Standards Institute (ANSI) standard Z39.48-1984 or latest revision for permanent paper and will conform to the following criteria:

   1. Must be free of groundwood content and unbleached pulp.
   2. Must have a PH value of 7.0.
   3. Must contain a minimum 2% calcium or magnesium carbonate filler.

b. Paper shall be lengthwise grain, developed by multicooking and chemical processes to eliminate grayness and color change. Paper shall be guillotine or rotary trimmed square on all four sides, no linting in operation, and produce sharp, clear, clean and legible copy. ALL PAPERS MUST BE MINIMUM NUMBER 4 GRADE, AS LISTED IN TRADE JOURNALS, SUCH AS WALDEN'S PAPER CATALOG.

c. DIMENSIONS: All papers must be within industry tolerance factor or zero (0) plus or minus (+-) 1/32" for rotary or guillotine cut. Variances within ream of more than 1/64" will be considered as sufficient cause for return of all unsatisfactory material, by lot or production run, of purchase order.

d. PACKAGING: All paper must be cut and ream wrapped at the mill in moisture proof paper with a printed label attached setting forth the mill brand, kind of paper, substance weight, grain and number of sheets therein.

e. WEIGHT TOLERANCE: Any variations above or below the basic weight specified shall not exceed 5% (+-).

f. COUNT: "Mill Count" 500 sheets per ream shall be accurate for all grades of paper. Verification of mill count will be made by the receiving agency and deliveries may be rejected for inaccurate count. Shortages will be deducted in case the delivery is accepted.

g. CURL: Paper having a curl which cannot be overcome under reasonable working conditions will be rejected.

h. LATENT DEFECTS: If latent defects should be discovered after the material has been accepted, the contractor shall be required to replace the defective material without cost to the State.

i. HOLES: Holes shall be drilled. Punched holes are NOT acceptable.

j. COLORS: To be pink, blue, green, buff, goldenrod, cherry, gray, canary, cream, ivory, tan, peach, orchid and salmon. Color swatches must also be provided to agencies or school districts upon request at no cost.

k. Private label brands, foreign manufacturers/mill brands WILL NOT be accepted. North American Mill Brands ONLY are acceptable.

6. RECYCLED PAPER SPECIFICATIONS

a. Must contain a minimum of 50% recycled paper and 30% post-consumer waste (PCW) (50/30).

b. All requirements as stated in TECHNICAL REQUIREMENTS No. 3 above

7. METHOD OF TRANSPORTATION

Agencies prefer vendors to use company owned trucks for deliveries to allow for better control after an order has been placed. Trucks with lift gates may be required. Agencies may require the vendor to deliver paper loaded on pallets and wrapped for delivery locations with loading docks. Additionally, all pallets must be removed by vendor at the request of an agency. Failure to adhere to these requirements may result in the cancellation of a contract.

8. CERTIFICATION

Both of these vendors are Forest Stewardship Council (FSC) or Sustainable Forestry Initiative (SFI) certified.

9. 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.

10. 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.

11. 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.

12. 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.

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.