



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

October 25, 2013

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

FROM: PRISCILA ZHININ (857-4556)  
STATE CONTRACT PROCUREMENT OFFICER

SUBJECT: **AWARD NOTICE – ADDENDUM #3** (Effective July 1, 2016)  
**CONTRACT NO. GSS13016-SPEC\_PAPER**  
**Paper – Specialty/Printing**

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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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Each vendor's contract shall be valid for a period from December 1, 2013 through June 30, 2015. Each contract may be renewed for three (3) additional one (1) year extension periods 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.

This contract has been extended through June 30, 2016 under the same pricing, terms and conditions.

**This contract has been extended through June 30, 2017 under the same pricing, terms and conditions.**

### **3. VENDORS**

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GSS13016-SPEC\_PAPERV01  
**Lindenmeyr Munroe Co.**  
3300 Horizon Drive  
King of Prussia, PA 19406

POC: John Kennedy  
PH: 800-232-8333, ext. 228  
FX: 610-239-9334  
EM: [jkennedy@lindenmeyr.com](mailto:jkennedy@lindenmeyr.com)

FSF ID# 0000002521

### **4. SHIPPING TERMS**

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F.O.B. destination; freight pre-paid.

### **5. PRICING**

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Prices will remain firm for the term of the initial contract period. Refer to Pricing Spreadsheet document associated with award for pricing.

## **ADDITIONAL TERMS AND CONDITIONS**

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### **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.
- 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>.

## **14. TECHNICAL SPECIFICATIONS**

### **a. CERTIFICATION**

Vendors must be either Forest Stewardship Council (FSC) or Sustainable Forestry Initiative (SFI) certified. **Certification documentation must be included with the bid to be considered responsive.**

b. **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. **Note that quoting on these fees is optional and will be factored into the bid evaluation.**

c. **APPROVED MILL BRANDS**

All mill brands being quoted for each category are required to be listed as acceptable in the 2010/2011 edition of the Competitive Grade Finder Buyers Guide published by Grade Finders, Inc. Exton, PA.

d. **GENERAL PAPER SPECIFICATIONS**

1) 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:

- a) Be free of groundwood content and unbleached pulp.
- b) Have a PH value of 7.0.
- c) Contain a minimum 2% calcium or magnesium carbonate filler.

Furthermore, a statement must accompany your bid on letterhead from the mill, signed by an official of the company verifying that any and all papers being bid on, comply with the requirements as stated above. FAILURE TO PROVIDE THIS MAY RESULT IN THE MILL BRAND BEING REJECTED.

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

- 2) 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.
- 3) 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, type of paper, substance weight, grain and number of sheets therein.
- 4) WEIGHT TOLERANCE: Any variations above or below the basic weight specified shall not exceed +/- 5%.
- 5) 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 if the delivery is accepted.

- 6) CURL: Paper having a curl which cannot be overcome under reasonable working conditions will be rejected.
- 7) 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.
- 8) HOLES: Holes shall be drilled. Punched holes are NOT acceptable.
- 9) COLORS: At a minimum, standard colors are pink, blue, green, buff, goldenrod, cherry, gray, canary, cream, ivory, tan, peach, orchid and salmon.
- 10) CARBONLESS: To be 20 pound uniform paper.
- 11) North American Mill Brands ONLY are acceptable. Foreign manufacturers/mill brands WILL NOT be accepted.

e. **RECYCLED PAPER SPECIFICATIONS**

- 1) Must contain a minimum of 50% recycled paper and 30% postconsumer waste (PCW) (50/30).
- 2) All requirements as stated in No. 3, "Paper Specifications".

f. **METHOD OF TRANSPORTATION**

Agencies prefer vendors to use company owned trucks for deliveries to allow for better control after an order has been placed. Agencies may specify what type of transportation is to be used for deliveries, which includes but not limited to trucks with lift gates. In addition, agencies may require paper to be loaded on pallets and wrapped for delivery locations with loading docks. A maximum carton combination may be specified for ease in unloading, and the removal of pallets at no additional cost to the State. Failure to adhere to the requirements of the agency may result in the cancellation of a contract.

g. **PACKING SLIP**

Packing slips must include the Purchase Order number provided at the time of the order. If no Purchase Order number was provided the packing slip must list the name of the person who placed the order in the Purchase Order number line. Vendors using a third party vendor for deliveries must ensure that the Purchase Order information is notated on the shipping manifest.

h. **PALLET SPECIFICATIONS**

All pallets must be a 48" X 40" GSA type with four-way entry, and made of new wood boards. Failure to adhere to these requirements may result in the cancellation of a contract.