



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

November 1, 2013

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

FROM: Priscila Zhinin  
STATE CONTRACT PROCUREMENT OFFICER  
302-857-4556

SUBJECT: **AWARD NOTICE –Addendum #2 Effective November 01, 2016**  
**CONTRACT NO. GSS13566-COURIER\_SRVC**  
**Courier Services**

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OF  
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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 two (2) year period from November 1, 2013 to October 31, 2015. Each contract may be renewed for three (3) one (1) year periods through negotiation between the Vendor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

Addendum #1 extends the contract for one additional year through October 31, 2016. All other terms and conditions remain the same.

**Addendum #2 extends the contract for one additional year through October 31, 2017. All other terms and conditions remain the same.**

**3. VENDORS**

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GSS13566-COURIER\_SRVCV01  
Daniel Conaty  
Brooks Courier Service, Inc.  
831 East 28<sup>th</sup> Street,  
PO Box 9560  
Wilmington, DE 19809  
Phone: 302-762-4661 x 812  
[dconaty@brookscourier.com](mailto:dconaty@brookscourier.com)  
FSF # 0000028144

**4. SHIPPING TERMS**

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

**5. DELIVERY AND PICKUP**

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As defined in Item 16 - Scope of Work and the Pricing Spreadsheet.

**6. PRICING**

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

Refer to pricing as listed in the Pricing Spreadsheet.

**ADDITIONAL TERMS AND CONDITIONS**

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**7. BILLING**

The Vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number. The Vendor shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum.

Agencies will make every effort to achieve available discount opportunities under this contract. Vendors shall be required to report semi-annually opportunities to enhance the discounts achieved.

**8. PAYMENT**

- a. For each P.O. issued as part of this contract, the State will pay Vendor monthly, within thirty (30) days of receipt of the Vendor's billing, the amount which is legitimately earned by the Vendor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.

Final settlement for total payment to the Vendor will be made within thirty (30) days from the date of final written State acceptance of the work and services as agreed to in the P.O.

- b. No premium time for overtime will be paid without prior written State authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.
- c. The agencies or school districts using this award will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract. While it is the State's intention to utilize the P-card payment method the State reserves, at its discretion, the right to pay by ACH/ ACI or check. Should a Vendor wish to provide a financial incentive to not process payment by P-Card in their proposal, they are to prepare their proposals to clearly outline any incentives for alternative payment methods the Vendor is willing to accept.

**9. PRODUCT SUBSTITUTION**

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by the Agency to do otherwise. Awarded vendors are highly encouraged to offer any like substitute product (s), either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In all cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

If a substitution is granted by the state, the Vendor must update its core list and maintain said list in a timely manner.

**10. ORDERING PROCEDURE**

Successful Vendors 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. Depending on the nature and scope of the event, each State agency or other governmental entity shall be responsible for contacting the awarded vendor directly for all required resources. All consumables delivered by the Vendor and received by a State agency or other governmental entity, become the property of that State agency or entity. Orders may be accomplished by written purchase order, telephone, fax or computer on-line systems.

**11. REQUIREMENTS**

This contract will be issued to cover the Courier Service requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

**12. 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.

**13. NON-PERFORMANCE**

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the 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 Vendor. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract cost. Any monies charged to the Vendor may be deducted from an open invoice.

**14. FORCE MAJEURE**

Neither the vendor 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.

**15. AGENCY'S RESPONSIBILITIES**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Vendor to the Agency and render to the Vendor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Vendor.
- b. Give prompt written notice to the Vendor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Vendor's services.

## 16. SCOPE OF WORK

### COURIER SERVICE

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.
- D. Direct deposit service is a required service under this proposal.

1. **DIVISION OF REVENUE** – No cash.

Contractor to pickup micro-encoded and micro-filmed checks from: Division of Revenue 820 N. French Street, Wilmington, Delaware and deliver them to Citizens Bank 801 Market Street, Philadelphia, PA.

**Mail Delivery** – From the U.S. Post Office, Rodney Square, Wilmington, Delaware by 7:00 a.m.

2. **DIVISION OF SUPPORT OPERATIONS** - No cash.

**Mail Delivery** – From the U.S. Post Office, Rodney Square, Wilmington, Delaware by 7:00 a.m.

**This requirement for the Division of Support Operations coincides with that of Division of Revenue. Flexibility will be allowable.**

3. **DIVISION OF AIR WASTE MANAGEMENT** – No cash.

**Mail Delivery** – From various locations to 30 S. American Ave. Dover, DE see Appendix A

4. **DIVISION OF MOTOR VEHICLE** – No cash.

5. **DEPARTMENT OF LABOR- INDUSTRIAL AFFAIRS** – No cash

**Mail Delivery** – From 4425 N. Market St. 3<sup>rd</sup>. Floor to 13 S.W. Front St. Milford, DE on same day and from Milford, DE to Wilmington, DE next day.

**6. Delaware Division of Libraries/ Sussex Department of Libraries Delivery System  
Scope of Services and Library delivery sites (see Appendix A)**

- a. Provide library courier services to deliver library materials and mail to and among the libraries in Delaware listed in the contract. Library list is below. The delivery includes semi-monthly distribution of paychecks to three (3) libraries and monthly, quarterly, and semi-annual checks to eleven (11) libraries. Library materials should be delivered in 24 hours.
- b. The service is to be provided Monday through Friday during regular business hours. The Delaware Division of Libraries (DDL) will determine the schedule. There will be no delivery on legal state holidays.
- c. Library materials and mail may be packed in boxes, bags (canvas, nylon, etc), envelopes or other packing material. Any additional special packaging requirements are the responsibility of the courier service and must be provided by them.
- d. The schedule and volume may vary depending on special requests, time of year, and holidays. Delaware Division of Libraries reserves the right to temporarily adjust the delivery schedule based on the libraries holiday and summer schedules. Delivery will be at regularly scheduled times. Stops will be made at about the same time each day at each facility.
- e. Delaware Division of Libraries reserves the right to revise the delivery schedule including adding or deleting stops.
- f. Delaware Division of Libraries reserves the right to request occasional delivery and pick up of items from locations not on the published delivery route.
- g. Packages misaddressed will be delivered to the following location:
  - Delaware Division of Libraries
  - 121 Martin Luther King Blvd. N.
  - Dover, DE
  - ATTN: Jane Tupin
- h. Delivery is to be made inside the building or library at the location designated by the library.
- i. Weight of packages range from a few ounces to approximately 50 pounds. The library will not determine specific weight.

Cost should be calculated on per stop basis not per item.