



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

June 23, 2015

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

FROM: KIMBERLY JONES
STATE CONTRACT PROCUREMENT OFFICER
302-857-4584

SUBJECT: **AWARD NOTICE – ADDENDUM #1 - EFFECTIVE 11/9/15**
CONTRACT NO. GSS15571DIGITAL-PRESS
Digital Press (WSCA-NASPO RFP#3091)

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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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- a. **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 contractor's contract shall be valid through December 31, 2019. Placements made using the authority provided by this Contract will survive the Contract itself, per terms stated in Section 3.3.10 Survivability of WSCA-NASO RFP # 3091.

3. VENDORS

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GSS15571DIGITAL-PRESSV01 FSF Vendor ID: 0000002662 Canon USA, Inc. Attn: Dave Rothauser One Canon Park Melville, NY 11747-3036 Phone: 631-330-5443 Fax: 631-330-5459 Email: isqbidadmin@cusa.canon.com Website: www.usa.canon.com/mail/wsca	Local Vendors: Auto Copy Systems 608 Naylor Mill Rd Ste B Salisbury Md 21801 410-749-6251 Canon Solutions America, Inc. 200 Bellevue Pkwy, Ste 140 Wilmington, DE 19809-3747 Phone: 800-815-4000 Heritage Business Systems 1263 Glen Ave. Moorestown Nj 08057 856-722-7001 Hilyard's Inc. 1616 Newport Gap Pike Wilmington De 19808 302-995-2201 Keystone Digital Imaging, Inc. 2 Righters Pkwy, Ste 150 Wilmington, DE 19803-1553 Phone: 610-604-0300 Laser Tone Business Systems 1973 Bay Rd. Milford DE 19963 302-335-2510

GSS15571DIGITAL-PRESSV02

FSF Vendor ID: 0000017433
Ricoh USA, Inc.
Attn: Lori Toth
503 Carr Road, Suite 100
Wilmington, DE 19809
Phone: 717-487-2888
Fax: 302-353-5593
Email: lori.toth@ricoh-usa.com
Website: www.ricoh-usa.com

ALL ORDERING AGENCIES ARE REQUIRED TO HAVE A FORMAL RECOMMENDATION from the Copier and Multifunction Printer Resource Management Program (CRMP). No orders may be processed by the vendor without the formal recommendation and PO. Vendor may fulfill only what is recommended by the CRMP.

4. SHIPPING TERMS

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

5. LEASING

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Leasing of equipment for a period of up to 60 months is permitted.

- a. All fair market value leases shall have an end of term buyout to own value that is determined by the then current market price. Such leases shall be subject to monthly payment reduction by the Contractor upon renewal, based upon the depreciated value. The depreciated value must be disclosed to the Customer at the time of the renewal; and the renewal rate is subject to the same terms and conditions under the contract with the Contractor.
- b. Operational lease is used to acquire devices on a relatively short term basis with no benefit of ownership to the lessee; no buy-out will be considered.

6. DELIVERY AND PICKUP

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- a. Contractor may **only** provide equipment from the following group:

Group	Description	CANON	RICOH
B	Production Copiers (B& W and Color)	X	X
C	Wide Format Devices	X	X
E	Digital Duplicators		X

- b. Other copier equipment is available on Contract No. [GSS13091B-COPIER PRI](#), Copiers, Printers and Multi-Function Devices.
- c. **Installation Procedures:** The Contractor shall provide the following installation service at a minimum:

- i. Contractor shall spot, install, and make ready to use all digital press equipment and accessories ordered by using agencies as part of the FOB destination delivered price in accordance with the delivery section.
 - ii. Work shall be performed and completed during the work schedule developed with the using agency.
 - iii. The Contractor shall supply all materials and tools necessary to perform this service.
 - iv. The State will furnish suitable electric current at its expense to operate equipment. All equipment furnished shall be UL listed. Any wiring and/or cabling required for devices shall be the responsibility of the state agency.
 - v. The Contractor shall be responsible for all safety precautions while performing the work. After all work is completed, the area shall be cleaned from any soil, packing materials or waste of any nature caused by the Contractor during the performance of his service.
 - vi. The Contractor shall fully install all equipment and software at the location specified by the state agency.
 - vii. The Contractor shall assist state agency staff in the installation and/or configuration of required software for the operation of the devices.
 - viii. Pricing must include all in-house delivery of equipment and software, installation of equipment/accessories/software, network installation, removal of all waste material, initial training costs and removal cost (of the equipment placed under any subsequent agreement).
 - ix. Network installation shall include: configuration of the copier for the proper network protocols; and installation of the appropriate print drivers on up to five (5) computers per unit ordered.
 - x. Contractor may charge for excessive installation requirements including rigging, excessive access alterations and access to non-ground floors via stairs. Any such excessive installation charges must be quoted to the Customer prior to the signature of any lease, rental or purchase agreement and the resulting charge may not exceed this quote; but shall be based on the actual expenditures by the Contractor.
 - a) Contractor must make advance notification to the Copier Resource Management Program (CRMP) of any installation requirements the contractor considers to be excessive. The contractor may invoice only those excessive installation charges approved by CRMP.
 - xi. Work performed under this agreement must comply with all appropriate OSHA standards.
 - xii. Pricing shall include minimum of one (1) hour on-site initial training upon device and/or software placement along with an abbreviated user manual for commonly used features of the device and/or software.
- d. **Removal of Equipment:** Removal of equipment must be coordinated with the Agency. No equipment may be removed without prior notification. An authorized State representative must be present during removal.
- i. All machines that are to be removed must be physically removed from the State's premises within ten (10) calendar days from notification by the agency unless otherwise approved by the agency and the CRMP.
 - ii. Leased equipment must be removed at the end of the lease agreement and no additional payments or charges beyond the contract term will be incurred without CRMP approval.
 - iii. All removal charges are the responsibility of the Contractor.
 - iv. Prior to removal, all hard drive memory must be erased and certificate given to the State Agency or hard drive removed per Agency request under terms of this agreement.
 - v. It is possible that the equipment on the agreement must be removed before the agreement has terminated. The State of Delaware remains responsible for any pending payments to the term of the contract regardless of the location of the equipment, unless otherwise specified by the CRMP to the vendor for reasons included in this agreement. For lease expiration after 60-month contract term placement, no additional payments or charges beyond the contract term will be incurred without CRMP approval.

- vi. The Contractor must send written notification to the state agency 90 days prior to lease expiration (installation date is considered lease start date) alerting to the pending lease expiration date (60 months after installation date) and state that equipment must be removed at the end-of-term lease agreement and to contact the CRMP for replacement recommendation. A Follow-Up letter must be sent 45 days prior to lease expiration with the same language as specified in the 90 days letter.
- vii. The Contractor must notify CRMP of any placements that have passed the 60 month placement date (60 months after installation date) within 5 days of that date. The CRMP will then engage the agency to initiate the removal process.
- viii. **Equipment not removed 60 days after lease expiration (60 months after installation date) becomes property of the State of Delaware Surplus Services unless the CRMP has made alternative advance arrangements with the vendor. These arrangements must be made in writing and must be CRMP approved.**
- e. **Prorating of additional equipment/options:** All options added during the initial lease term shall be charged a pro-rated amount based on the remaining time period of the original lease.
 - i. The State will not accept equipment where the State is charged for a full-term worth for any add-ons that are added after the initial installation date. For clarification purposes: If during the term of a 60 month lease, an agency adds on a piece of equipment (booklet maker) to the lease in month 13, the cost of the add-on, will be pro-rated for the remainder of the lease term, i.e., 60 month lease term fees minus the months of placement, multiplied by the monthly fee; $(60 - 12 = 48 \times \$ \text{cost of booklet maker})$.
 - ii. Billing for all options added during the initial lease term must be included on the end-unit invoicing. Invoices that are received with "Add-On" options only will be rejected. For clarification purposes: If the agency is in month 12 of 60 month lease and adds on a piece of equipment (booklet maker) to the lease, the next billing invoice should show the original leased equipment and should also show an added line item reflecting the new piece of equipment. The base unit monthly payment should reflect the added piece(s) to the original monthly amount due. The State will not accept "Add-On" invoices that are not inclusive in the original base unit invoice and P.O. If a new P.O. is used to order the "Add-On", it should be added to the original base unit invoice.

7. PRICING

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

ADDITIONAL TERMS AND CONDITIONS

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8. 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.

9. 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.

10. 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.

11. 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.

ALL ORDERING AGENCIES ARE REQUIRED TO HAVE A FORMAL RECOMMENDATION from the Copier and Multifunction Printer Resource Management Program (CRMP). The successful vendor(s) are required to have a copy of the formal recommendation and copy of Purchase Order (PO). No orders may be processed by the vendor without the formal recommendation and PO. Vendor may fulfill only what is recommended by the CRMP.

The awarded vendor(s) must direct all State agencies requesting multi-function products (copiers/printers) placements to the CRMP.

COPIER RESOURCE MANAGEMENT PROGRAM
STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
GOVERNMENT SUPPORT SERVICES
100 ENTERPRISE PLACE, SUITE 4
DOVER, DE 19904
TELEPHONE: 302-857-4558
FAX: 302-739-3779

12. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **GSS15571DIGITAL-PRESS** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

13. REQUIREMENTS

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

14. 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.

15. 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.

16. 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.

17. 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>.