



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

August 2, 2016

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

FROM: Shannon Wrobel
State Contract Procurement Officer
302-857-4537

SUBJECT: **AWARD NOTICE – Addendum #1 – Effective August 1, 2016**
CONTRACT NO. GSS16489A-COPY_PAPER
Copy Paper

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KEY CONTRACT INFORMATION**

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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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W.B.Mason's contract shall be valid for a one (1) year period from July 1, 2016 to June 30, 2017. The contract may be renewed for four (4) one (1) year 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.

OfficeMax's contract shall be valid for a one (1) year period from July 1, 2016 to June 30, 2017. Extension options shall be according to NASPO Master Agreement #5737 through Delaware's Participating Addendum. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS

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OfficeMax

1305 N. Bancroft Parkway
Wilmington, DE 19806
Contact: Kevin Nerlinger
Phone: 302-494-5091
Fax: 888-813-7272
Email: kevin.nerlinger@officedepot.com
Customersupport@officemax.com
FSF Vendor ID: 0000034457

W.B. Mason Co., Inc.

113 Interchange Blvd
Newark, DE 19711
Contact: Joe Casamento
Phone: 888-926-2766
Fax: 877-522-0782
Email: joe.casamento@wbmason.com
FSF Vendor ID: 0000000758

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 Destination- freight pre paid and shall be delivered to the specified location. Vendor(s) is responsible for filing and expediting all freight claims with the carrier. The vendor(s) will pay title and risk of loss or damage charges. Delivery shall be made to agency within a MAXIMUM of 3 business days ARO, unless prior arrangements have been made with the buyer. Truckload paper orders may take more than three (3) days for delivery. Agencies should request delivery date from vendors when placing truckload orders. Emergency/rush delivery requiring special shipping and handling will be at buyers expense (with prior approval only). Rush delivery that occurs as a result of the vendor's error will be free of charge. The vendor(s) shall provide reasonable service for emergencies.

5. DELIVERY AND PICKUP

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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.

Truckload paper orders may take more than three (3) days for delivery. Agencies should request delivery date from vendors when placing truckload orders.

The State prefers 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.

6. PRICING

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W.B. Mason prices will remain firm for the initial one (1) year term of the contract year. OfficeMax pricing will be based upon the pricing terms and conditions of the NASPO Master Agreement #5737, which Delaware has joined by Participating Addendum.

Pricing update from Office Max effective August 1, 2016

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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7. 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.

8. 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.

9. 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.

10. 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.

11. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS16489A-COPY_PAPER on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

12. REQUIREMENTS

This contract is in place for the purchase of virgin and recycled copy paper, white and colored.

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.

13. 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.

14. 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.

15. 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.

16. 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>.