



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

December 15, 2017

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

FROM: NINNA VAUGHN
STATE CONTRACT PROCUREMENT OFFICER
302-857-4584

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS17566-COURIERSVC
Courier Services

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KEY CONTRACT INFORMATION

The goal of this contract is to meet the State's need for Courier Services that the State's Messenger Services Department cannot fulfill. Prior to services being added to the contract for a Covered Agency, Agency will attempt to coordinate delivery with the State of Delaware Messenger Services. With the exception of the Division of Revenue, transportation of money, in any format, is prohibited under this contract. Contact information for messenger services is below.

Messenger Services/Sherry Szczuka
100 Enterprise Place
Dover, DE 19904
Phone Number: 302-857-4500
Email Address: Omb.messengerservices@state.de.us
Website: <http://gss.omb.delaware.gov/>

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 contractor's contract shall be valid for a two (2) year period from January 1, 2018 to December 31, 2019. Each contract may be renewed for three (3) 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.

3. VENDOR

Brooks Courier Service, Inc.
PO BOX 9560
Wilmington, DE 19809-0560

Contract Number: GSS17566-COURIERSVCV01
FSF: 0000028144

Contact information can be found on the pricing spreadsheet.

4. DELIVERY AND PICKUP

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DIVISION OF REVENUE

- AM: Mail delivery from US Post Office, 500 Delaware Avenue, Wilmington, DE by 6:45am daily to Division of Revenue, 820 N. French Street 9th Floor, Wilmington, DE.

- PM: Contractor to pick up micro-encoded and micro-filmed checks from Division of Revenue, 820 N. French Street, Wilmington, DE daily at 1:00pm and deliver directly to Citizens Bank 130 DuPont Highway, New Castle, DE 19701.
- **Courier service will be picking up PO Box mail Monday through Friday. During tax season March through May average volume of daily pickup will be estimated to be 20 mail trays/tubs for pick up.*

DEPARTMENT OF LABOR, DISABILITY DETERMINATION

As needed service, with pick-up from Division of Vocational Rehabilitation – DDS 920 W. Basin Rd. Suite 300, New Castle, DE 19720 and deliver to Public Archives 121 M.L.K. Jr Blvd N, Dover, DE 19901. This would be a needed as an emergency if this pick up is not able to be covered by archives or messenger services.

DEPARTMENT OF HEALTH & SOCIAL SERVICES, WIC

As needed service, with pick-up from Blue Hen Mall Office (655 Bay Road Suite 1C, Dover, DE 19901) and deliver to various locations throughout the State. Vendor is expected to pick up by the next business day of call, and deliver the next business day after pick up. The State reserves the right to add or remove locations during the course of the contract. Current locations can be found on Appendix B.

ECONOMIC DEVELOPMENT, TOURISM

As needed service, with pick-up from American Van and Storage 900 Interchange Blvd, Newark, DE 19711 to various locations throughout the State. Vendor is expected to pick up by the next business day of call, and deliver the next business day after pick up. The State reserves the right to add or remove locations during the course of the contract. Current locations can be found on Appendix B.

DELAWARE DIVISION OF LIBRARIES

- Provide library courier services to deliver library materials and mail to and among the libraries in Delaware listed in the contract.
- 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 or on days or specific locations affected by State of Emergency Driving Restrictions, or other circumstances considered force majeure.
- Library materials and mail may be packed in boxes, totes, 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.
- 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 regular scheduled times. Stops will be made at about the same time each day at each facility.
- Delaware Division of Libraries reserves the right to revise the delivery schedule including adding or deleting stops.
- Delaware Division of Libraries reserves the right to request occasional delivery and pick up of items from locations not on the published delivery route.

- Packages misaddressed will be delivered to the following location:

Delaware Division of Libraries
121 Martin Luther King Blvd. N.
Dover, DE 19901
ATTN: Jane Tupin

- Delivery is to be made inside the building or library at the location designated by the library.
- 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.

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5. SHIPPING TERMS

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

6. PRICING

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Pricing can be found on the pricing spreadsheet

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

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 GSS17566-COURIERSVC 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

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.

Award Notice

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- 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>.