



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

July 23, 2018

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

FROM: DENNIS J SMITH
STATE CONTRACT PROCUREMENT OFFICER II
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SUBJECT: **AWARD NOTICE Addendum #3 effective July 21, 2020**
CONTRACT NO. GSS18489-OFFICESUPPLIES
OFFICE SUPPLIES AND ACCESSORIES

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KEY CONTRACT INFORMATION

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KEY CONTRACT INFORMATION

All orders for anyone utilizing this mandatory use contract should be placed on eMarketplace.

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 August 1, 2018 through July 31, 2020. 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.

Addendum #2 extends the contract through July 31, 2021 under the same pricing, terms, and conditions.

Addendum #3 and Pricing Spreadsheet addendum #3 update Office Depot, LLC. information all pricing, terms, and conditions remain.

3. VENDORS

Contract No: GSS18489-OFFICESUPPLIESV01 Office Basics 22 Creek Circle Boothwyn, PA 19061 FSF Vendor No: 0000018223 no minimum order	Contract No: GSS18489-OFFICESUPPLIESV02 Office Depot, LLC. 6600 North Military Trail Boca Raton, FL 33496 FSF Vendor No: 0000032874 no minimum order
Contract No: GSS18489-OFFICESUPPLIESV03 Staples Business Advantage 7021 Dorsey Rd Hanover, MD 21076 FSF Vendor No: 0000000955 \$25 minimum order	Contract No: GSS18489-OFFICESUPPLIESV04 WB Mason Co., Inc. 113 Interchange Blvd Newark, DE 19711 FSF Vendor No: 0000000758 no minimum order

Please see pricing spreadsheet for contact information.

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4. COVERED PRODUCTS

Vendors are expected to propose the broadest possible catalog selection of products and services that they offer. The intent of this solicitation is to provide eligible agencies/entities with multiple vendor product catalogs to meet their various needs. Vendors do not need to bid on every category to be considered for award. Therefore, vendors should have demonstrated experience in providing proposed products and services. Covered products and services include, but not limited to:

- ❖ **Adhesives & Fasteners** – adhesive putty, binder clips, brads, clear tape, duct tape, glue, glue sticks, hook & loop tape, magnets, masking tape, mounting putty, paper clips, packing tape, push pins, rubber bands, staples, staplers, tape dispensers, thumb tacks, zip ties
- ❖ **Binders & Notebooks** –clip boards, dividers, divider tabs, document covers, heavy duty three ring binders, page protectors, three ring binders, zipper binders
- ❖ **Boards** - all boards must not exceed 4 foot in length – bulletin boards, cork boards, white boards
- ❖ **Business Machines** – adding machines, adding machine ribbon, binding machines, calculators, electronic staplers, graphing calculators, label makers, laminators, laminating film, laminator paper, pencil sharpeners, shredders, time stamps, voice recorders, time clocks
- ❖ **Calendars & Planners** – academic calendars, academic planners, appointment books, calendar refills, desk calendars, dry erase calendars (less than 4 feet in length), planners, wall calendars
- ❖ **Cash Handling** – cash box, cash drawers, cash registers, cash register tape, coin wraps, counterfeit detecting pens, deposit bag, moisteners, receipt book
- ❖ **Classroom Items** – bulletin board boarders, educational posters, paper name plates, sentence strips, stickers, Tempera paint, watercolor paint
- ❖ **Corrections** - correction tape, correction fluid, correction pens, erasers, staple remover, white board cleaner, white board erasers
- ❖ **Cutting Instruments** – paper punches, scissors (round and pointed tips), three-hole punches, trimmers
- ❖ **Desk Items** – chair mats, compressed gas duster, desk lamps, keyboard wrist rests, monitor stands, mouse pads, privacy filters, screen protectors, wrist pads
- ❖ **Display Items** – clocks, desktop literature display, door stops, easels, frames, name plates, posters, screen protectors, sign holders
- ❖ **Electronic Storage** – cassette tapes, CDs, CD cases, data cartridges, DVDs, DVD cases, external hard drives, flash drives, memory cards, VHS Tapes
- ❖ **Filing & Storage** – classification folders, certificate holders, desktop filing, desktop file holders, expandable file folders, file folders, file jacket, file trays, hanging folders, hang files (for walls or cubicles), labels, legal file folders, legal hanging folders, legal expandable files, partition folders, pencil pouches, plastic tubs, pocket folders, portable file boxes, presentation folders, report covers, stickers, storage baskets

- ❖ **Mail Room Supplies** – bubble wrap, envelopes not covered under the printing services contract, finger tips, letter openers, mailing tubes, padded envelopes,
- ❖ **Measuring Tools** – compasses, protractors, rulers, tape measures, triangles, yardsticks
- ❖ **Organization** – backpacks, book ends, briefcases, business card holders, copy holders, desk organizers, desktop storage, file organizers, hooks, index card holders, lap top bags, pad folios, pen/pencil holders, ring folios, rolling brief cases
- ❖ **Paper** - adding machine paper, art paper, bound paper, cardstock, certificate paper, compositions books, construction paper, easel pads, foam board, graph paper, index cards, kraft paper, legal pads, note cards, note pads, notebook paper, paper rolls, parchment paper, photo paper, poster board, pressboard, receipt paper, stationary paper, spiral notebooks, steno pads, sticky notes, tab flags, tag board, time cards
- ❖ **Personnel Items** – badge clips, badge holders, badge reels, lanyards, name tags, wristbands
- ❖ **Stamps** – custom stamps, embossing seals, ink fluid, ink pads, notary stamps, rubber stamps, self-inking stamps
- ❖ **Toner** - ink jet cartridges, OEM laser jet cartridges, OEM toner cartridges, printer ribbon, remanufactured toner not covered on remanufactured toner contract
- ❖ **Writing Instruments** – chalk, colored pencils, crayons, dry erase markers, highlighters, lead refills, markers, mechanical pencils, pencils, pens, pen refills, permanent markers

5. EXCLUDED PRODUCTS

Excluded from this contract are white boards, corkboards, and bulletin boards exceeding four feet in length. Breakroom supplies, coffee, envelopes, furniture, industrial supplies, janitorial supplies, laboratory supplies, and printers are also excluded as all of these items are covered on other contracts. See chart below for other contract information.

6. EXCLUDED PRODUCTS LOCATIONS

<u>Item</u>	<u>Contract and Link</u>	<u>On eMarketplace</u>
Band Aids, gloves, and other first aid items	Life Safety Supplies and Services	yes
Batteries	Electrical Supply, Lamps and Ballasts	yes
Boards exceeding 4ft in length	Furniture	yes
Cafeteria & Breakroom Supplies (paper plates, napkins, plastic wear, disposable cups, etc)	Janitorial and Cafeteria Supplies	yes
Coffee Products & K-Cups	Coffee, Tea and Juice	yes
Computer Equipment (scanners, projectors, keyboards, mouse)	Computer Equipment, Peripherals & Related Services	yes
Copiers	Copiers, Printers and Multi-Function Devices	no
Envelopes	Printing Services	no
Furniture (chairs, desks, carts, bookshelves, etc)	Furniture	yes
Janitorial Supplies (cleaning items, trash cans, trash bags, paper towels, toilet paper, etc)	Janitorial and Cafeteria Supplies	yes
Power Strips	Industrial Supply	yes
Printers	Copiers, Printers and Multi-Function Devices	no
Snacks, Water, and other food items	Food Products and Services	yes

7. ADDING PRODUCTS

Agencies must contact the contract officer to request products to be added to the contract. All requests are subject to review and approval.

8. DELIVERY AND PICKUP

Vendor shall deliver next business day from order.

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9. SHIPPING TERMS

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

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10. PRICING

Prices will remain firm for the term of the contract.

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ADDITIONAL TERMS AND CONDITIONS

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11. 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.

12. 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.

13. PRODUCT AVAILABILITY

Awarded Vendor(s) must agree that there will be no cancellation of products used without an equal and acceptable replacement approved by a designated State of Delaware representative, as listed in the final contract, during the term of the agreement. Manufacturer's discontinuation of any products must be communicated to Contract Users and Contract Officer by suppliers in writing within five (5) business days. In such instances, suppliers agree to work with Contract Users to identify and implement alternative options that maintain or reduce costs associated with the replacements.

14. PRODUCT SUBSTITUTIONS

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered where requested in Appendix B, provided the bidder(s) certifies that the function, characteristics, performance and endurance qualities of the material offered is comparable to that specified. However, substitution on any product or quantities on any order will not be accepted by Contract Users, unless authorized in writing by a designated buyer.

15. MINIMUM ORDER

Minimum order for each vendor can be found in the vendor information of this document, and on the pricing spreadsheet.

16. ORDERING PROCEDURE

All orders for anyone utilizing this mandatory use contract should be placed on eMarketplace.

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. 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.

17. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS18489-OFFICESUPPLIES on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

18. DELIVERY

All shipments are made direct to each ordering agency/facility. F.O.B. destination with shipping charges pre-paid.

There will be no "special order" charges or surcharges.

Any rush delivery that occurs as a result of Supplier's error (e.g. stock-outs, delivery of wrong product, etc.) will be free of charge. No handling surcharges will be added or discounts lost for any rush or expedited orders.

19. RETURNS

Any materials delivered in poor condition, in excess of the amount authorized by the purchase order, or not included on the purchase order may, at the discretion of the ordering agency/entity, be returned to the vendor at the vendor's expense within 30 days. Return authorizations must be credited immediately once the vendor has received the returned goods.

1. INCORRECT PRODUCT ORDERED

Any agency returning unused stock, or special materials, to the vendor due to requirement changes may be liable for a restocking fee, not to exceed 15%.

2. DAMAGE AND/OR INCORRECT PRODUCT SHIPPED

The acceptance of delivery with or without objection shall not waive the right to claim damage for breach nor constitute a waiver of requirements for timely delivery or performance of any actions that shall remain the obligation of the contracted vendor.

- a) Damaged or incorrect product shall be reported to the contracted vendor by the ordering agency within a reasonable time frame after the damage is noticed.
- b) The contracted vendor is responsible for pick-up and replacement of all damaged goods within a reasonable time frame acceptable to the ordering agency.
- c) The contracted vendor shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the ordering agency.
- d) The contracted vendor is responsible for filing all claims for damage with carriers or other responsible parties in a timely manner.
- e) The contracted vendor is required to keep the ordering agency informed of the replacement process and delivery date for any and all replacement orders.
- f) The ordering agency will not be charged a re-stock fee for any returns due to a contracted vendor error, or damage.
- g) In the event that an ordering agency does not accept product due to damages or shipment error as described above, no ordering agency shall pay additional shipping and handling charges for the shipment of replacement products.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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>.